

AGREEMENT

THIS AGREEMENT is dated as of the 26 day of June, 2025, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic, FLORIDA, hereinafter called the CRA, and PERSONS SERVICES CORP., an Alabama corporation, hereinafter called CONTRACTOR.

CRA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. For the project entitled:

**EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING
LOCATED AT 102 NW 5TH AVENUE
DELRAY BEACH, FLORIDA
ITB CRA No. 2025-02**

Article 2. ENTIRE AGREEMENT.

This Construction Contract, along with the Contract Documents consisting of this Agreement, Documents contained in ITB 2025-02, General and Supplementary Conditions, and modifications issued after execution of this Agreement embodies the entire agreement between CRA and CONTRACTOR and supersedes all other writings, oral agreements or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

Article 3. CONTRACT SUM.

The CRA shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the fixed price of Three Hundred Twenty-Seven Thousand and Ninety-Nine Dollars (\$327,099.00) which shall constitute the Contract Price, which shall not be modified except by Change Order or by Unit Prices, if any, as provided in the Contract Documents.

Article 4. CONTRACT TIME; LIQUIDATED DAMAGES.

- 4.1 The work shall be substantially completed by the CONTRACTOR within six (6) months from the date of the issuance of the Notice to Proceed and completed and ready for final payment. Permit closeout shall occur no later than thirty (30) days after final completion of the work.
- 4.2 Liquidated Damages. The CRA and CONTRACTOR recognize that time is of the essence of this Agreement and that the CRA will suffer financial loss if the Work is not completed within the times specified in paragraph 4.1 above, plus any extensions thereof.

They also recognize that the actual loss suffered by the CRA if the Work is not completed on time is not readily ascertainable at the time of entering this Contract. Accordingly, instead of requiring

any such proof, the CRA and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CRA five hundred dollars (\$500.00) for each day that expires after the time specified in paragraphs 4.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CRA, CONTRACTOR shall pay CRA five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.1 for completion and readiness for final payment. CONTRACTOR expressly acknowledges that such sum is not payable as a penalty but as liquidated damages representing a reasonable estimate of delay damages, inconvenience and additional overhead and costs likely to be sustained by the CRA, estimated at the time of executing the Contract. If the CRA reasonably believes in its discretion that Substantial Completion will be delayed, it shall be entitled, but not required to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CRA to be adequate to recover liquidated damages applicable to such delays. Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

Article 5. PAYMENT PROCEDURES.

The CRA will allow progress payments for the work to be performed under this Contract. Such progress payments shall be only for work that has been completed and verified by the CRA.

The CONTRACTOR shall submit an invoice to the CRA for progress payments for work that has been completed and has been inspected and accepted by the CRA. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the CRA in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the CONTRACTOR's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

A retainage of five percent (5%) will be deducted from progress payments until the project is complete.

After the CRA has indicated that the work is acceptable, CONTRACTOR may make application for final payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the CRA to the CONTRACTOR when the work has been completed in accordance with the Contract Documents, this Agreement fully performed, and a final certificate for payment has been approved by the CRA. The acceptance of final payment by CONTRACTOR shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce the CRA to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- 6.2 CONTRACTOR has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying any item that may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

Article 7. NO DAMAGES FOR DELAY.

- 7.1 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and CONTRACTOR, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 7.2 CONTRACTOR agrees to commence the Work when directed by the CRA and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the CRA shall not be delayed by any act or omission of CONTRACTOR in completion of the Project within the time specified above.
- 7.3 CONTRACTOR shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the CRA, such act, hindrance or delay may only entitle the CONTRACTOR to receive an extension of time as its sole and exclusive remedy.
- 7.3.1 Any extension of time to complete the Work shall be determined by the CONSULTANT provided the CONTRACTOR provides CONSULTANT and CRA with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 7.3.2 In the event the request for extension is not made in writing within that twenty day time period, CONTRACTOR acknowledges and agrees it has forever waived any and all rights to such an extension.
- 7.3.3 All extensions of time shall be authorized only by a written change order executed by the CRA and CONTRACTOR; in the absence of a written and fully executed change order, CONTRACTOR shall not be entitled to any claim for additional time.
- 7.3.4 This “no damage for delay” provision shall encompass any damages for delay or disruption even if the CONTRACTOR completes construction of the Work in a timely fashion in accordance with this Contract.
- 7.3.5 Damages as referenced in this “no damage for delay” provision shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 7.3.6 The CONTRACTOR recognizes and specifically acknowledges the terms and conditions of this “no damage for delay” clause upon execution of this Contract.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between the CRA and CONTRACTOR concerning the Work consist of the following:

- 8.1. Advertisement for Bids.
- 8.2. Instructions to Bidders.
- 8.3. Bid Proposal Form.
- 8.4. CONTRACTOR's Bid
- 8.5. Bid Bond.
- 8.6. This Agreement, and any amendments.
- 8.7. Exhibits to this Agreement.
- 8.8. Public Construction Bond
- 8.9. Certificates of Insurance.
- 8.10. Notice to Proceed.
- 8.11. Change Orders
- 8.12. Certificate of Substantial Completion.
- 8.13. Final Receipt.
- 8.14. Addenda
- 8.15. Documentation submitted by CONTRACTOR prior to Notice of Tentative Award.

Article 9. INDEMNITY.

Contractor shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected

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by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

Article 10. MISCELLANEOUS.

- 10.1. Terms used in this Agreement which are defined in the General Conditions of ITB 2025-02 will have the meaning indicated in the General Conditions.
- 10.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3. The CRA and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.4. Attorney's Fees and Costs. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred at both the trial and appellate levels.
- 10.5. Notices. Any and all notices, designations, consents, offers, acceptances or offers, communication provided for herein shall be given in writing and delivered in person or registered or certified mail, return receipt requested, or by facsimile directed to the address shown below, unless notice of change of address is furnished:

If to Contractor: Samantha Vincenty
Southeast/Caribbean – Regional General Manager
Persons Services Corp.
1835 S. Perimeter Rd, Ste. 175
Fort Lauderdale, FL 33309
954-616-5106

For CRA: Renée A. Jadusingh, Esq., Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No. (561) 276-8640
Facsimile No. (561) 276-8558

Copy to: Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

10.6 **CERTIFICATION AND SCRUTINIZED COMPANY REQUIREMENTS:**

The CRA shall have the option to terminate this agreement/contract if Contractor:

- A. Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
- B. Has been placed on the Scrutinized Companies that Boycott Israel List;
- C. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- D. Has been engaged in business operations in Cuba or Syria.

10.7 **PATRIOT ACT REQUIREMENTS:** Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the agreement/contract. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this agreement/contract.

10.8. **Public Records.** Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the CRA to perform the service.
- B. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CRA.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CHRISTINE TIBBS
561-276-8640
TIBBSC@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444

10.9. **Venue and Jurisdiction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in state court located in Palm Beach County, Florida.

10.10. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as a waiver of any other breach of any provision of this Agreement by any party.

10.11. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties with respect to such matters, whether written or oral. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or amended in any manner other than by an instrument in writing, signed by the party against which the enforcement of the change, waiver, discharge or amendment is sought.

10.12. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one agreement.

10.13. **Binding Effect/Agreement.** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives and successors.

10.14. **Headings.** The headings of the sections are for convenience only and shall not control or affect the meaning or construction limit the scope or intent of any of the provisions of this Agreement.

10.15. **Survival.** Any termination or expiration of this Agreement shall not, however, affect the ongoing provisions of this Agreement which shall survive such termination or expiration in accordance with their terms.

10.16. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in

such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

10.17. **Assignment.** This Agreement may not be assigned by either party.

10.18. **Effective Date.** The Effective Date of this Agreement shall be the last date a party to this Agreement executes same.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the CRA and CONTRACTOR have caused this Agreement to be executed the day and year shown below.

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

BY: Angela D. Burns
Angela D. Burns, Chair

ATTEST:

By: Renee A. Jadusingh
Renee A. Jadusingh, Executive Director

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:

[Signature]
CRA Legal Counsel

CONTRACTOR: Persons Services Corp., an Alabama corporation

By: Samantha Vincenty
Print Name: Samantha Vincenty
Title: Regional General Manager
Date: 06/19/25

ATTEST:

BY: [Signature]
Print Name: Shadene Roca
Title: Project Coordinator

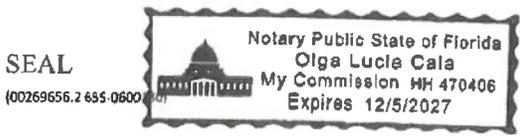


STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Samantha Vincenty as Regional General Manager of Persons Services Corp. authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of Persons Services Corp., for the use and purposes mentioned in it and affixed the official seal of the company, and that the instrument is the act and deed of that company. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 19 day of June, 2025.

[Signature]
NOTARY PUBLIC
My Commission Expires:





DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)

**INVITATION TO BID (ITB) CRA NO. 2025-02
CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED
COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE**



VIEW NW OF SUBJECT



VIEW NW OF SUBJECT

ISSUE DATE

March 10, 2025

VOLUNTARY PRE-BID MEETING

Thursday, March 20, 2025

11:00AM EST

QUESTION SUBMITTAL DEADLINE

Friday, March 28, 2025

5:00PM EST

BID SUBMISSION DUE DATE AND TIME

Thursday, April 17, 2025

4:00PM EST

CONTACT

CHRISTINE TIBBS, ASSISTANT DIRECTOR
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
20 NORTH SWINTON AVENUE, DELRAY BEACH, FL 33444
tibbsc@mydelraybeach.com
561-276-8640

INVITATION

The Delray Beach Community Redevelopment Agency (“CRA”) is seeking a qualified general contractor for the construction of certain exterior improvements for the CRA-owned property located at 102 NW 5th Avenue (“Project”). Interested general contractors, hereinafter referred to as Bidders, are invited to provide the requested information in this ITB to the CRA for consideration. The objective of the ITB is for the CRA to enter into an agreement with a qualified Bidder to provide the labor, materials, tools, equipment, machinery, operations, etc. necessary to permit and complete the exterior improvements as described and specified in this ITB.

PROJECT OBJECTIVE

The objective for this Project is to improve the exterior of the one-story commercial building located at 102 NW 5th Avenue.

About Delray Beach and the Delray Beach CRA

Delray Beach is truly a unique city! From its award-winning public beaches and vibrant downtown nightlife to its excellent neighborhoods, bustling economy, and abundance of cultural activities, Delray Beach offers an unparalleled quality of life.

Located in the southern end of Palm Beach County, Delray Beach was settled as an agricultural community in 1895. First incorporated in 1911, it became the City of Delray Beach (“City”) on May 11, 1927. The City has experienced substantial growth from 1,015 people in 1920 to over 67,000 people today.

Delray Beach encompasses slightly over 16 square miles of land area, of which over 95% has been developed. As the City approaches "build-out," growth management has shifted focus to renewal and redevelopment. In furtherance of the City’s redevelopment efforts, the Delray Beach Community Redevelopment Agency was established by the City Commission in 1985 pursuant to its powers under Florida Statutes, Chapter 163, Part III, the Community Redevelopment Act of 1969 as amended. The CRA's activities are designed to solve the underlying problems of slum and blighted conditions through planning, redevelopment, historic preservation and affordable housing so that the tax base can be protected and enhanced by these mutually supportive activities. Results of the CRA’s efforts are visible throughout its redevelopment area – from the revitalization of the commercial areas to the stabilization and preservation efforts of the neighborhoods throughout the CRA District.

OVERVIEW OF QUALIFICATIONS:

A Bidder **must** be the following:

- Licensed and registered general contractor under Florida Statute Section 489.119

Additional Qualification and Experience Requirements are listed within Section 4 of this ITB.

OVERVIEW OF SCOPE OF WORK

Bidder shall deliver required Scope of Work which includes, but is not limited to:

- Exterior stucco repairs, including addressing any water intrusion issues
- Exterior painting of the entire building in the existing color(s)
- Replacement of all current windows with hurricane impact rated windows (commercial use; no tinting)
- Replacement of all current doors with hurricane impact rated doors (commercial use; no tinting)
- Addressing any water intrusion issues from window and door openings
- Replacement of current exterior tenant signage to match current sign style
- Repairing exterior building electrical outlets and lighting

See Section 3 for additional information on the required Scope of Work.

INSTRUCTIONS

Sealed Bids must be received on or before the Bid Submission Due Date and Time. Bids shall be submitted in accordance with the instructions contained herein. All Bids will be publicly opened at the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444, immediately after the Bid Submission Due Date and Time, unless otherwise specified.

Bids shall be submitted in hard copy format only and may be mailed or hand delivered, to the CRA Office, located at 20 N. Swinton Avenue, Delray Beach, Florida, 33444, **and** must be received by the CRA on or before the Bid Submission Due Date and Time indicated in this ITB. Normal business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. Hard copy Bid packages shall have the following information clearly marked on the face of the sealed package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the Bid package shall be one (1) hard copy of the Bid clearly identified as the "Original" that includes signed originals of all required forms and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in searchable and legible PDF format.

It is the sole responsibility of the Bidder to ensure its Bid submission is complete prior to the Bid Submission Due Date and Time. Electronic submission of Bids will not be accepted.

Bids must contain all information, forms, and authorized signatures, as described in this Bid Solicitation. If the required information, form, or signature is not included, the Delray Beach Community Redevelopment Agency ("CRA") may deem the Bid non-responsive.

BROADCAST

The CRA utilizes electronic online services for notification and distribution of its Bid Solicitation documents. The CRA's Bid Solicitation information can be obtained from: (a) the Delray Beach Community Redevelopment Agency, www.delraycra.org; and (b) the BidNet Direct website – www.bidsync.com. The documents are also available via email – tibbsc@mydelraybeach.com or via hard copy at the CRA Office – 20 N Swinton Avenue, Delray Beach, Florida, 33444.

Bidders who obtain Bid Solicitation documents and/or information related to the Bid Solicitation from sources other than those named above are cautioned that they should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid ("ITB") and in any written addendum to this ITB. Oral explanations, information, and instructions shall not be considered binding on the CRA. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Bidder. The CRA may deem incomplete Bids as non-responsive and the CRA will not evaluate or consider non-responsive Bids. BidSync is an independent entity and is not an agent or representative of the CRA. Communications to BidSync do not constitute communications to the CRA.

CONTACT PERSON

Any questions regarding the terms, conditions, specifications, requests for clarification and/or additional information, and questions related to the Bid Solicitation process must be submitted in writing to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com and must be received prior to the Question Submittal Deadline of Friday March 28, 2025, at 5:00pm EST.



**The Delray Beach Community Redevelopment Agency
20 North Swinton Avenue
Delray Beach, FL 33444**

LEGAL ADVERTISEMENT

**INVITATION TO BID (ITB) CRA NO. 2025-02
CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL
BUILDING LOCATED AT 102 NW 5TH AVENUE
BID SUBMISSION DUE DATE AND TIME: THURSDAY, APRIL 17, 2025 AT 4:00 PM EST**

The Delray Beach Community Redevelopment Agency (“CRA”) is seeking Bids from qualified Bidders to construct exterior improvements for CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, in accordance with the terms, conditions, and specifications contained in the Invitation to Bid (ITB).

The ITB documents are available beginning Monday, March 10, 2025, on (a) the Delray Beach Community Redevelopment Agency, www.delraycra.org; and (b) the BidNet Direct website – www.bidsync.com. The documents are also available via email – tibbsc@mydelraybeach.com or via hard copy at the CRA Office – 20 N Swinton Avenue, Delray Beach, Florida, 33444.

Mailed or hand-delivered hard copies of sealed Bids will be accepted at the CRA Office, located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, before or until the Bid Submission Due Date and Time. Submission of Bids electronically will not be accepted. Bid packages shall have the following information clearly marked on the outside of the sealed package: Bidder’s name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Bids will be publicly opened and read aloud at the CRA Office immediately after the Bid Submission Due Date and Time. The CRA will not be responsible for and will not accept any late, delayed, misdelivered, or nondelivered Bids. Bids arriving after the Bid Submission Due Date and Time will not be accepted and will be returned to the sender unopened.

The CRA will hold a Voluntary Pre-Bid Meeting on Thursday, March 20, 2025, starting promptly at 11:00 a.m. EST, at the CRA-owned Project Site, located at 102 NW 5th Avenue, Delray Beach, Florida, 33444.

It is the responsibility of the Bidder to ensure all required information is included in their Bid submission. All Bidders are advised to closely examine the ITB documents. Any questions regarding the completeness or substance of the ITB documents or scope of work must be submitted in writing via email to Christine Tibbs, Assistant Director, at tibbsc@mydelraybeach.com, by the Question Submittal Deadline of Friday March 28, 2025, at 5:00pm EST.

The CRA is exempt from Federal and State Taxes for tangible personal property tax.

The CRA reserves the right to accept or reject any or all Bid(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this Legal Advertisement or the ITB, or

receipt of a Bid(s). The CRA and Bidder will be bound only if and when a Bid, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed, and delivered by the Bidder to the CRA, and then only pursuant to the terms of the agreements executed by the Bidder and the CRA.

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SECTION 1: GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- a. *Architect of Record: person and/or firm developing the design and preparing the signed and sealed construction drawings for the project.*
- b. *Awarded Bidder: Bidder who is awarded a contract to provide goods or services to the CRA.*
- c. *Bid: any offer(s) submitted in response to an Invitation to Bid.*
- d. *Bidder: person or firm submitting a Bid in response to an Invitation to Bid.*
- e. *Bid Solicitation or ITB: this Invitation to Bid, including all documentation and any and all addenda.*
- f. *CRA: shall refer to the Delray Beach Community Redevelopment Agency.*
- g. *Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the CRA and the Bidder.*
- h. *Contractor: Awarded Bidder who executes a Contract with the CRA to provide the necessary goods or services.*
- i. *Invitation to Bid: this formal Solicitation requesting Bids from all interested qualified Bidders.*
- j. *Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.*
- k. *Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms, conditions, and specifications included in the Invitation to Bid.*
- l. *Solicitation Summary Form: describes the goods or services to be purchased and the price, and must be completed by the Authorized Agent of the Bidder and submitted with the Bid.*

2. CONE OF SILENCE/NO LOBBYING

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the CRA, all solicitations, once advertised and until the appropriate authority approves an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders, the CRA Staff, and the CRA Board Members, amongst other parties.

As to any matter relating to this ITB, any Bidder, Bidder's team member, or anyone representing a Bidder is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Board Member, CRA Staff, or any other person working on behalf of the CRA on any matter related to or involved with this ITB. For purposes of clarification, a Bidder's representatives shall

include, but not be limited to, the Bidder's employees, partners, attorneys, officers, directors, consultants, lobbyists, any actual or potential subcontractor or consultant of the Bidder, or any member of the Bidder's team. If a Pre-Bid Meeting is scheduled, there will be an opportunity for inquiries to be made of CRA Staff during the scheduled Pre-Bid Meeting. All inquiries made outside of the Pre-Bid Meeting must be in writing and directed to Christine Tibbs, CRA Assistant Director, at (tibbsc@mydelraybeach.com_) Any violation of this condition may result in rejection of a submitted Bid and/or disqualification of the Bidder. This "Cone of Silence/No Lobbying" is in effect from the date of issuance of the ITB and shall terminate at the time the CRA Board selects a Bid, rejects all submitted Bids, or otherwise takes action which ends the Bid Solicitation process.

3. ADDENDUM

The CRA may issue an addendum in response to any inquiry received, prior to the close of the solicitation period, which changes, adds, or clarifies the terms, specifications, conditions, provisions, or requirements of the ITB. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the ITB documents or in the addenda issued. Where there appears to be a conflict between the ITB documents and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

4. LEGAL REQUIREMENTS

This ITB is subject to all legal requirements contained in the applicable City Ordinances, Resolutions, and CRA Policies, as well as all applicable State and Federal Statutes. Where conflict exists between this ITB and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

5. CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its previously submitted Bid by submitting a new Bid with a written letter on the Bidder's letterhead, signed by an authorized agent of the Bidder, duly notarized, and submitted to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the new Bid submittal replaces the original Bid submittal. The new Bid submittal shall contain the letter and all information as required for submitting a Bid. No oral modifications to a submitted Bid will be allowed. Modifications shall not be allowed after the Bid Submission Due Date and Time.

6. WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the CRA prior to the scheduled Bid opening may withdraw a Bid. The withdrawal letter must be on the firm's letterhead, signed by an authorized agent of the Bidder, duly notarized, and delivered to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the Bid is being formally withdrawn. No oral modifications or withdrawals of a submitted Bid will be allowed.

7. CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Solicitation Summary Form, or any addendum

issued, the order of precedence shall be: the last addendum issued, the Solicitation Summary Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

8. PROMPT PAYMENT TERMS

It is the policy of the CRA that payment for all purchases by the CRA shall be made in a timely manner. The CRA will pay the Contractor upon receipt and acceptance of the goods or services by a duly authorized representative of the CRA. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the CRA shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the CRA, not later than sixty (60) days after the date on which the proper invoice was received by the CRA.

9. PREPARATION OF BIDS

- a. The required Bid forms contained herein must be completed and submitted with the Bid. Use of any other forms or changes to the forms will result in the rejection of the Bid. All forms must be legible. Bidders shall use typewriter, computer, or ink to complete the forms. Incomplete or illegible forms may cause the Bid to be rejected.
- b. An authorized agent of the Bidder's firm must sign all required forms where indicated. **Failure to sign any of the required forms shall render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Bid Solicitation.
- d. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- e. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely receipt of the Bid by the CRA by the Bid Submission Due Date and Time, and at the place stated in this Bid Solicitation. No exceptions will be made due to non-delivery, weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF BID SOLICITATION

The CRA reserves the right to cancel, in whole or in part, this ITB when it is in the best interest of the CRA which shall be determined at the sole and absolute discretion of the CRA.

11. AWARD OF CONTRACT

- a. The Contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Bid Solicitation, and in the best interest of the CRA. The CRA shall be the sole and absolute judge of its best interest.
- b. The CRA reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the CRA's best interest to do so.

- c. The CRA reserves the right to negotiate prices **with the responsive and responsible Awarded Bidder**, provided that the scope of work of this ITB remains the same.
 - d. The Bidder's performance as a prime contractor or subcontractor on previous CRA contracts shall be taken into account in evaluating the Bid received for this ITB.
 - e. The CRA will provide a copy of the Bid Tabulation to all Bidders responding to this ITB.
 - f. The ITB, any addenda and/or properly executed modifications, the signed Contract, the purchase order, and any change order(s) shall constitute the Contract.
 - g. Award of this Bid may be predicated on compliance with and submittal of all required documents and forms as stipulated in this ITB.
 - h. The CRA reserves the right to request and evaluate additional information from any Bidder after the Bid Submission Due Date and Time as the CRA deems necessary.
 - i. The CRA reserves the right to accept or reject any or all Bid(s), in whole or in part, with or without cause without any liability to the CRA. The CRA does not warranty or represent that any award or recommendation will be made as a result of the issuance of this ITB or receipt of a Bid. The CRA and the Bidder will be bound only if and when a Bid, as it may be modified, is approved and accepted by the CRA, and the applicable Contract(s) pertaining thereto are approved, executed and delivered by the proposer to the CRA, and then only pursuant to the terms of the Contract(s) executed by the Contractor and the CRA.
12. **CONTRACT EXTENSION**
The CRA reserves the right to automatically extend any Contract for a maximum period not to exceed one hundred and eighty (180) calendar days in order to provide the CRA with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded.
13. **WARRANTY**
All warranties express and implied shall be made available to the CRA for goods and services covered by this ITB. All goods furnished shall be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the CRA, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.
14. **ESTIMATED QUANTITIES**
Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the CRA's anticipated needs and/or usage; and (b) the CRA may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The CRA is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.
15. **NON-EXCLUSIVITY**
It is the intent of the CRA to enter into a Contract with the Awarded Bidder that will satisfy its needs as described herein. However, the CRA reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein

described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the CRA and the Awarded Bidder, continue until completion at the same prices, terms, and conditions.

17. BID PROTEST

A Bidder that has submitted a response to this ITB and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Bidder shall file its type-written protest with the CRA, delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Bid Protests shall not be accepted through email. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Bidder and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. A written protest shall not challenge the specifications, scope of work, relative weight of evaluation criteria, a formula for assigning points, any request for additional information from Bidders, to reject insufficient and unclear Bids, ranking of Bids, to negotiate a contract, to abandon negotiations, and to approve a contract.

The written protest must be received within three (3) business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the CRA's website, www.delraycra.org, and on BidSync, www.bidsync.com. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's Bid or five thousand dollars (\$5,000), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

18. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. Bidders shall be familiar with all Federal, State, and local laws that may affect the goods and/or services offered.

19. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections (if applicable), and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the CRA or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor. If the Awarded Bidder does not

hold a City of Delray Beach Business Tax Receipt at the time of award, the Awarded Bidder must obtain the necessary Business Tax Receipt prior to finalizing the Contract.

20. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the CRA. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior written consent of the CRA may result in termination of the Contract for default.

21. ASSIGNMENT

The Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this Contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior written consent of the CRA may result in termination of the Contract for default.

22. SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

23. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CRA. The Contractor shall provide physically competent employee(s) capable of performing the scope of work as required. The CRA may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor shall wear proper safety equipment and proper identification.

It is the Contractor's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor

24. INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

25. COLLUSION

Bidder certifies that its Bid is made without prior understanding, agreement, relation or connection with any other corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future CRA solicitations for a specified period.

The Bidder(s) attests that the Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder.

26. MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing, through an amendment to the Contract, a supplemental agreement, purchase order, or change order, as appropriate. The CRA's Executive Director may further approve and amend the Contract by executing a written agreement signed by both parties.

27. TERMINATION FOR CONVENIENCE

The CRA, at its sole and absolute discretion, reserves the right to terminate any Contract entered into pursuant to this ITB with or without cause immediately upon providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The CRA shall be liable only for reasonable costs incurred by the Contractor prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

28. TERMINATION FOR DEFAULT

The CRA reserves the right to terminate the Contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the subject Contract by providing written notice to the Contractor. The CRA further reserves the right to suspend or debar the Contractor in accordance with the appropriate CRA ordinances, resolutions, and/or policies. The Contractor will be notified by letter of the CRA's intent to terminate. In the event of termination for default, the CRA may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

29. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CRA, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

30. ACCESS AND AUDIT OF RECORDS

The CRA reserves the right to require the Contractor to submit to an audit by an auditor of the CRA's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to the Contract, at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Contract, and upon request, make them available to the CRA for three (3) years following expiration of the Contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the CRA to ensure compliance with applicable accounting and financial standards.

31. PRE-AWARD INSPECTION

The CRA may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

32. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Bid Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the CRA in connection with this Bid Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the CRA in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the CRA may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

33. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the Contract, the CRA will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

34. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

35. BINDING EFFECT

All of the terms and provisions of the Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

36. SEVERABILITY

In the event any term or provision of any Contract entered into pursuant to this Bid Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

37. GOVERNING LAW AND VENUE

This Contract and all transactions contemplated by this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

38. ATTORNEY'S FEES

In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

39. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The CRA complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this Contract, the Contractor agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the Federal government.

The Contractor further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the Bid Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

40. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with an Awarded Bidder, the CRA may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Awarded Bidder will be required to sign an authorization for the CRA to access criminal background information. The costs for the background checks shall be borne by the CRA.

41. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in this Bid Solicitation or the Contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the Contractor.

42. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements and the provisions of any other wages laws, as may be applicable to this Contract.

43. PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items during delivery to the CRA. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

44. PURCHASE OF OTHER ITEMS

The CRA reserves the right to purchase other related goods or services, not listed in the Bid Solicitation, during the Contract term. When such requirements are identified, the CRA may request price quote(s) from the Contractor. The CRA, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the Contractor, another contract vendor, or a non-contract vendor.

45. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The CRA will not accept Bids when the entire Bid is labeled as exempt from disclosure. The CRA's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the CRA and the CRA's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the CRA's treatment of records as public records.

The Contractor shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this ITB.

46. CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the CRA. Further, all Bidders must disclose the name of any CRA employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the CRA.

47. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

48. OTHER GOVERNMENTAL AGENCIES

The Contractor who is awarded and executes a Contract as a result of this ITB, shall allow other governmental agencies to access this Contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

49. COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Contractor, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the CRA of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the CRA.

50. FAILURE TO DELIVER OR COMPLETE WORK

Should the Contractor fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the CRA reserves the authority to cancel the Contract with the Contractor and secure the services of another vendor to purchase the items or complete the work. If the CRA exercises this authority, the CRA shall be responsible for reimbursing the Contractor for work that was completed, and items delivered and accepted by the CRA in accordance with the Contract specifications. The CRA may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the CRA as a result of having to secure the services of another vendor.

51. CORRECTING DEFECTS

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the CRA, within three (3) calendar days after the CRA notifies the Contractor of such deficiency in writing. If the Contractor fails to correct the defect, the CRA may (a) place the Contractor in default of its Contract; and/or (b) procure the products or services from another source and charge the Contractor for any additional costs that are incurred by the CRA for this work or items, either through a credit memorandum or through invoicing.

52. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. The Contractor performing services or delivering goods under this Contract shall conform to all relevant OSHA, State, County, and local regulations during the course of such effort. The minimum Personal Protective Equipment (PPE) to be worn by all personnel on the Project Site shall be High-Vis Shirt or Vest with Company Name, Hard Hat, Eye Protection, Ear Protection, Construction Boots, and Face Masks. Any fines levied by the above-mentioned authorities for

failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the CRA.

53. OMISSIONS IN SPECIFICATIONS

The specifications and/or scope of work contained within this Bid Solicitation describe the various functions and classes of work required as necessary for the completion of the work described in this ITB. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the scope of work as described in this ITB.

54. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this Bid Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the CRA by the Contractor are found to be defective or do not conform to specifications, (1) the materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled; or (2) the CRA may require the Contractor to replace the materials at the Contractor's expense.

55. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Contractor performing under this Contract are required to provide two (2) complete sets of Material Safety Data Sheets to the CRA of any products that are subject to these regulations. This information should be provided at the time when the initial delivery is made.

56. TAXES

The CRA is exempt from Federal and State taxes for tangible personal property.

57. BIDDER'S COSTS

The CRA shall not be liable for any costs incurred by Bidders in responding to this ITB.

58. SUBSTITUTION OF PERSONNEL

It is the intention of the CRA that the Awarded Bidder's personnel proposed in its Bid shall be available for the initial Contract term. In the event the Awarded Bidder wishes to substitute personnel prior to the execution of the Contract, the Awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the CRA's written approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to terminate Contract negotiations. In the event the Contractor wishes to substitute personnel after the execution of the Contract, the Contractor shall propose personnel of equal or higher

qualifications, and all replacement personnel are subject to the CRA's written approval. In the event the substitute personnel are not satisfactory to the CRA, and the matter cannot be resolved to the satisfaction of the CRA, the CRA reserves the right to cancel the Contract for cause.

59. FORCE MAJEURE

The CRA and the Contractor are excused from the performance of their respective obligations under the Contract when and to the extent that their performance is directly delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.
- e. The CRA's approval is required for any force majeure event asserted by the Contractor.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the CRA, at its sole discretion, may excuse performance for a longer term. Economic hardship of the Awarded Bidder shall not constitute a force majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

60. NOTICES

Notices shall be effective when received at the addresses specified in the Contract. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions shall not constitute effective notice. An original hard copy of the notice must also be mailed via certified mail to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the Awarded Bidder and the CRA.

All such notices, demands, requests and other communications which shall have been mailed in such a manner shall be deemed sufficiently served or given for all purposes hereunder on the

third (3rd) day following the date such notice, demand, request or other communication shall be deposited in any post office or branch post office within the continental United States.

61. FISCAL FUNDING OUT

The CRA's obligation pursuant to any Contract entered into in accordance with this ITB is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any Contract awarded shall result in automatic termination of the Contract.

62. SCRUTINIZED COMPANIES CERTIFICATION

Section 287.135, Florida Statutes, prohibits the DBCRA from: 1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria. Failure to complete the Scrutinized Companies Certification Pursuant to Florida Statute § 287.135 in Section 5 of this ITB may deem the Bid non-responsive.

63. E-VERIFY

Effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees.

END OF SECTION 1

SECTION 2: SPECIAL TERMS AND CONDITIONS

1. PURPOSE

The purpose of this Bid Solicitation is to obtain Bids from qualified general contractors and establish a contract for the construction of exterior improvements for the one-story commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444 (“Project”), in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2. CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted.

3. VOLUNTARY PRE-BID MEETING

The CRA will hold a Voluntary Pre-Bid Meeting on Thursday March 20, 2025, starting promptly at 11:00 a.m. EST, at the Project Site located at 102 NW 5th Avenue, Delray Beach, Florida, 33444.

Potential Bidders should bring a copy of this ITB with them to the Voluntary Pre-Bid Meeting. Attendees will be allowed to ask questions of CRA Staff and obtain information on important aspects of this ITB.

The purpose of the Voluntary Pre-Bid Meeting is to provide and obtain information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the performance of work. Submission of a Bid shall constitute an acknowledgement by the Bidder that it has thoroughly examined and is familiar with the requirements of this Bid Solicitation package. The failure or neglect of the Bidder to examine the Bid Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid, the scope of work required under this Bid Solicitation, or the requirements of any resulting Contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Bid Solicitation package or the resultant Contract.

4. TERM OF CONTRACT

The Contract shall commence upon the date of the duly executed Contract and shall remain in effect until such time as the construction services acquired in conjunction with this Bid Solicitation have been completed and accepted by the CRA's authorized representative and upon completion of the expressed and/or implied warranty periods.

5. METHOD OF AWARD: BEST VALUE

The CRA will award this Contract to the responsive and responsible Bidder, all factors considered, and in the best interest of the CRA.

6. PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a Contract under this Bid Solicitation, the prices offered by the Bidder shall remain fixed and firm during the performance of the work, except for any change orders or variations, which must meet the prior approval and written authorization of the CRA.

7. PRICE ADJUSTMENTS

Intentionally Omitted.

8. EXAMINATION OF CRA FACILITIES OR EQUIPMENT

Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed Project and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

9. EQUAL PRODUCTS

Intentionally Omitted.

10. INCENTIVE COMPENSATION

Intentionally Omitted.

11. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the resultant Contract.

12. INSURANCE

The Awarded Bidder shall not commence any performance pursuant to the terms of this Bid Solicitation until certification or proof of insurance has been received and approved by the CRA.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the CRA shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

The Awarded Bidder must submit a current Certificate of Insurance, naming the *Delray Beach Community Redevelopment Agency* as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the CRA upon expiration.

The Awarded Bidder shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$2,000,000 for aggregate disease
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage which must include:
 - i. Premises and/or Operations on an occurrence basis.

- ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- d. Builders Risk/Installation Floater Insurance - The Awarded Bidder shall take out and maintain, as applicable, during the life of this Contract, "all risk" type builders risk insurance satisfactory to the CRA for the completed value of the Project, which shall protect the Awarded Bidder and the CRA as their interests may appear, for the following hazards to the work, encompassing structures in the course of construction, including foundations, additions, attachments, and all permanent fixtures belonging to and constituting a part of said structures, as well as materials and equipment suitably stored at the Project site and Awarded Bidder's construction equipment, materials, and temporary structures:
- i. Premises and/or Operations on an occurrence basis.
 - ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
 - viii. Fire and lightning, vandalism, and malicious mischief.
 - ix. Extended coverage including windstorm, hail, flood, explosion, riot, civil commotion, aircraft, vehicle and smoke damage.
- e. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

The *Delray Beach Community Redevelopment Agency* shall be named as an Additional Insured on both the General Liability and Business Automobile Liability policies, on a primary and non-contributory basis, to include additional insured status on the GL policy for both premises operations and products and completed operations.

If no deductible for insurance is referenced above, the CRA reserves the right to require such deductibles which shall be determined by the CRA, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

13. PERFORMANCE BOND AND PAYMENT BOND

The Bidder to whom a contingent award is made shall duly execute and deliver to the CRA a Performance Bond and a Payment Bond, both in an amount equal to 100% of the total Contract price, payable to the CRA, as surety for faithful performance under the terms and conditions of the Contract. The Performance Bond and Payment Bond shall be delivered to the CRA contemporaneously with Contract execution. Sample formats for the bonds are available upon request.

Both required bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. Bonds may not be canceled, terminated, or revised unless the CRA has been provided with thirty (30) business days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement are given by both parties that the Performance and Payment Bonds do not limit the liability of the Awarded Bidder to the CRA in the event of a material breach of the Contract by the Awarded Bidder. The Bonds may be used to recover liquidated damages on behalf of the CRA.

If the Awarded Bidder fails to deliver the Bonds at the same time as Contract execution, the CRA may declare the Awarded Bidder in default of the contractual terms and conditions, and the Awarded Bidder shall surrender any Bid Bond, and the CRA shall not accept any offers or bids from that Bidder for a twelve (12) month period following such default.

14. CERTIFICATIONS

Any Bidder that submits a Bid in response to this Bid Solicitation shall, at the time of such Bid submittal, hold all necessary certifications issued by the State or County Examining Board qualifying the Bidder to perform the work proposed for this Project. If other professions or trades are required in conjunction with this Bid Solicitation and such work and/or services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's Bid; provided, however, that the CRA may at its option and in its best interest allow the Bidder to supply the subcontractor(s) certificate to the CRA during the evaluation period prior to any award of contract.

15. BID BOND/GUARANTY

The Bidder must submit with their Bid a Bid Guaranty represented by a certified check, cashier's check, money order, or Bid Bond in favor of the CRA in the amount equal to five percent (5%) of the proposed Bid Price. The certified check, cashier's check, money order, or Bid Bond shall be made payable to the *Delray Beach Community Redevelopment Agency*. Bidders

not selected for award will have their Bid Guaranty returned to them within 90 days of the Bid opening.

If the Awarded Bidder fails or refuses to execute the Contract or provide the necessary certificates of insurance, or the Performance and Payment Bonds following award within the timeframes set forth, the CRA shall retain the entire Bid Guaranty and disqualify the Bidder.

Additionally, **Bidders must submit with their Bid evidence of their financial capacity** to commence and complete the work associated with this Project. Such evidence may include a loan commitment letter, or other documentation clearly supporting the Bidder's financial capacity to commence and complete the work associated with this Project and all necessary responsibilities as stated within this ITB.

16. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK (PROGRESS PAYMENTS)

The CRA will allow progress payments for the work to be performed under this Contract. Such progress payments shall be only for work that has been completed and verified by the CRA.

The Contractor shall submit an invoice to the CRA for progress payments for work that has been completed and has been inspected and accepted by the CRA. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the CRA in advance of the completion and acceptance of the work. The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The CRA prides itself on paying its vendors promptly and efficiently, and all payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Bidder.

Payment shall be made for the items listed on the Bid Pricing Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications.

The CRA does not pay for items ordered and/or stored on site unless specifically approved by CRA and with written authorization from the CRA. Payment for items are paid once the item is installed, measured in place, completed and accepted.

It is intended that all license and other miscellaneous administrative costs, overhead and profit, and all other costs to the Contractor not specifically identified in the item descriptions be distributed among and included in the unit prices stated. No additional payment shall be made for transportation, communications, office maintenance, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the CRA for a period in excess of three (3) months and through no fault to the Contractor.

The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. No separate

payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for various appurtenant items of work.

All required manufacturer testing and certification shall be included in the unit prices bid. Density testing required for compacted backfilling, and concrete strength and materials testing required at the time of construction shall be arranged for and paid for by the Contractor.

17. COMPLETION OF WORK

The Contractor shall complete the scope of work as required by this Bid Solicitation within the timeframe stated in Section 3 of this Bid Solicitation.

18. WARRANTY REQUIREMENTS: ONE (1) YEAR

In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its products and/or services against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the CRA. This warranty requirement shall remain in force for the full period; regardless of whether the Contractor is under contract with the CRA at the time of defect. Any payment by the CRA on behalf of the services received from the Contractor does not constitute a waiver of these warranty provisions.

19. ADDITIONAL FACILITIES OR PRODUCTS

Intentionally Omitted.

20. CATALOGS AND PRICE LISTS

Intentionally Omitted.

21. CLEAN UP

The Contractor shall keep the Project Site and work areas free of rubbish and other unusable materials and debris; and shall restore to their original conditions those portions of the work areas not designated for alteration by this Bid Solicitation. Clean up and disposal of rubbish, debris, and unusable materials shall be accomplished at the end of each workday and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the Project Site.

The Contractor shall also remove, when no longer needed, all temporary structures and equipment. Upon final completion of the Project, the Contractor shall thoroughly clean up all areas where work has been involved and shall be immediately restore to original condition all work areas not designated for alteration by this Bid Solicitation.

22. DEMONSTRATION OF EQUIPMENT

Intentionally Omitted.

23. HOURLY RATE

Intentionally Omitted.

24. MOTOR VEHICLE LICENSE REQUIREMENT

Intentionally Omitted.

25. PATENTS AND ROYALTIES

The Contractor, without exception, shall indemnify and hold harmless the CRA and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the Awarded Bidder.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

26. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the Contractor is required to attend a Pre-Construction Conference with CRA Staff, Architect of Record, and any other party that is designated to represent the CRA for this Project.

The Architect of Record will be responsible for coordinating and schedule the Pre-Construction Conference.

27. RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, Florida Statutes all payments to the subcontractors shall be made by the Contractor within ten (10) days of receipt of the partial payment from the CRA. With the exception of the first partial payment, the Contractor must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the Project within ten (10) days after receipt of the partial payment by the Contractor for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The Contractor must provide CRA Staff with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the Project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the Contractor. In the event such affidavits cannot be furnished, the Contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the Contractor fails to provide consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

28. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed scope of work, their qualifications (including any licenses, certifications, etc.), capabilities, experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the CRA when making the award in the best interest of the CRA. If the Bidder fails to identify any and all subcontractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, prior to the award of any Contract, at the sole and absolute discretion of the CRA.

29. CHANGES

The CRA may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The CRA may, at any time make changes in the details of the scope of work. The Contractor shall proceed with the performance of any changes in the work so ordered by the CRA, unless the Contractor believes that such changes entitle it to a change in the Contract price or time, or both, in which event the Contractor shall give the CRA immediate written notice thereof after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract price or time within ten (10) calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the scope of work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instruction from the CRA.

A change order shall be based upon agreement between the CRA and the Contractor; a construction change directive may or may not be agreed to by the Contractor; a field order for a minor change in the work may be issued by the CRA.

Changes in the work shall be performed under applicable provisions of the Contract documents, and the Contractor shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

A change order will be prepared and signed by the CRA and Contractor, stating their agreement upon all of the following:

- a. a change in the scope of work;
- b. the amount of the adjustment in the Contract price, if any; and
- c. the extent of the adjustment in the Contract time, if any.

The issuance of a change order shall be full and final settlement for any issue or item addressed in the change order. No change order will be accepted or processed with any "reservation of rights" notations or clauses.

30. FAILURE TO DELIVER OR COMPLETE WORK

Should the Contractor fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the CRA reserves the authority to cancel the Contract with the Contractor and secure the services of another vendor to purchase the items or complete the work. If the CRA exercises this authority, the CRA shall be responsible for paying the Contractor for work which was completed and items delivered and accepted by the CRA in accordance with the Contract specifications. The CRA may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the

original Contract price, which were incurred by the CRA, as a result of having to secure the services of another vendor.

31. WORK COVERED BY CONTRACT DOCUMENTS

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations, including any required permitting, to construct and complete the exterior improvements, including but not limited to, stucco repair, painting, window replacements, door replacements, signage replacements, and electrical improvements for the CRA as described and specified further in this ITB, Exhibits, Addenda, or Amendments to the Contract Documents.

Except as specifically noted, the Contractor shall provide and pay for:

- a. Labor, materials, tools, construction equipment, and machinery.
- b. Water and utilities required for construction.
- c. Other facilities and services necessary including: all required testing, and for proper execution and completion of the scope of work required for the Project.

The Contractor shall comply with all Federal, State, local codes, ordinances, rules, regulations, orders, permits and other legal requirements of the CRA.

32. OTHER FORMS OR DOCUMENTS

If the CRA is required by the Contractor to complete and execute any other forms or documents in relation to this Bid Solicitation, the terms, conditions, and requirements in this Bid Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Contractor's forms or documents.

33. SILTATION AND BANK EROSION

The Contractor shall take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems, or during other construction activities.

34. STORAGE OF MATERIALS

Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work to complete the Project shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, vandalism, or other cause. All hazardous materials must be stored in compliance with all pertinent requirements concerning their safe use and storage. The CRA will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the CRA.

Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the CRA before any payment for same will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one (1) week from the time of unloading and stringing out.

35. PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the CRA.

In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the CRA may, after 48 hours' notice to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under the resultant contract.

36. PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road, street, or parking area shall be closed to the public, except with the permission of the CRA and any other jurisdictional governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, parking, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

37. SAFETY AND OSHA COMPLIANCE

The Contractor shall comply in all respects with all Federal, State and local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

The Contractor shall comply in all respects with the applicable Workers' Compensation Law.

38. CONTRACTOR'S USE OF PREMISES

The Contractor shall coordinate use of Project Site and other work areas under direction of CRA Staff. The Contractor may request complete use of the Project Site from the CRA. The Contractor shall not use any private property, municipal property, or CRA property outside of the Project Site not governed by a Temporary Construction Easement, License Agreement, or other legally binding agreement allowing such use.

The Contractor shall assume full responsibility for the protection and safekeeping of equipment and materials stored on the Project Site.

The Contractor shall move any stored products, materials, equipment, etc. that is under the Contractor's control, that interferes with the operations of the CRA or impedes public access to sidewalks, parking, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

END OF SECTION 2

SECTION 3: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. GENERAL SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials, and perform all operations necessary to provide the construction services necessary to complete the construction of the required exterior improvements for a commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, for the CRA in accordance with the Florida Building Code and the City of Delray Beach construction standards, and in accordance with, the documents contained in this ITB.

2. PROJECT BACKGROUND

The Project Site is a CRA-owned one-story commercial property located in the Northwest Neighborhood of The Set at 102 NW 5th Avenue on the Historic NW/SW 5th Avenue commercial corridor.

The CRA purchased this property in March 2024 and recently completed a roof and gutter replacement in December 2024.

3. PROJECT DESCRIPTION

The Project involves the construction of the following exterior improvements, and work related to the exterior improvements:

- Exterior stucco repairs, including inspecting the condition of the entire building, removing damaged stucco, addressing any water intrusion and mold/mildew issues, repairing any and all cracks, gaps, etc.
- Exterior painting of the entire building in the existing color(s) – to include preparing the entire building before painting (removing chipped/peeling paint, pressure washing, removing signage, protecting surfaces that will not be receiving any paint, etc.), cleaning any splattered paint, re-installing all signage. Exterior painting shall include at minimum one (1) coat of primer and two (2) coats of paint color. Paint used shall be suitable for the building material – durable, and weather-resistant.
- Replacing all current windows with hurricane impact rated windows (commercial use; no tinting).
- Replacing all current doors (commercial use; no tinting). All doors need to mimic the current style - front doors will be hurricane impact rated glass; back doors do not need to be glass but will still need to be hurricane impact, with the addition of also being fire-rated.
- Addressing any water intrusion, air infiltration issues from window and door openings.
- Replacing current exterior tenant signage (plaque-style signed that is affixed to the building) to match current style.
- Inspecting and repairing exterior electrical outlets and lighting.
- Latent issues that are discovered during the course of work, and not functions and/or work related to or required to satisfactorily complete the Scope of Work, shall be considered through the Change Order process.

The Contractor will be responsible for any necessary utility coordination.

The Contractor will be responsible for obtaining any City Board approvals, and any permit approvals. Any required permits will be paid for by the CRA; this cost shall not be included in the Bid Price. Any required permits will be prepared by and submitted for by the Contractor when the Notice to Proceed is issued by the CRA.

The Contractor will be responsible for obtaining the necessary agreements for staging and parking purposes.

The Contractor and the CRA will attend meetings, in person or virtually, for the purpose of providing status updates on the Project. Meetings will be coordinated by the CRA.

The Scope of Work contained within this ITB describe the various functions and classes of work required as necessary for the completion of the work described in this ITB. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the scope of work as described in this ITB.

4. REQUIREMENTS

- a. Working hours for this Project shall be:
 - i. 8:00 a.m. EST to 5:00 p.m. EST Monday through Friday, except holidays
 - ii. 8:00 a.m. EST to 5:00 p.m. EST Saturday, if required and previously requested by the Contractor and approved by the CRA.
- b. Pay Applications shall be reviewed and approved by the CRA prior to submitting to the CRA.
- c. Inspections shall be coordinated with all parties (CRA and Contractor) at least 5 business days in advance. Inspections shall occur during regular business hours (8:00 a.m. EST to 5:00 p.m. EST Monday through Friday, except holidays.) Documentation of inspection shall accompany every Pay Application.

5. PROJECT TIMELINE

The Contractor agrees to complete the Project within the timeframe designated by the CRA. The Contractor shall agree to complete the Project no later than six (6) months after the Notice to Proceed is issued. The CRA, at its discretion, may allow for time extensions for unforeseen and unexpected delays.

The anticipated start date for the Project will occur shortly after the CRA Board awards a contract and a contract is fully executed by the Awarded Bidder and the CRA.

END OF SECTION 3

SECTION 4: MINIMUM QUALIFICATIONS

Along with information requested elsewhere in this ITB, Bidders shall submit information and documentation requested in this Section that confirms it meets the minimum qualification requirements.

1. Bidder has a State of Florida General Contractor's license, or a current certificate of competency issued by Palm Beach County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this Bid Solicitation.

Provide supporting documentation in the form of a copy of license(s) and/or certificates that the Bidder meets this qualification:

- a. Certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contract as the qualifying agent.
2. Bidder must have been in business under its current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.

Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder meets this qualification:

- a. In business under current business name for a minimum of five (5) years prior to the Bid Submission Due Date and Time.
3. **Provide proof that Bidder is registered with the State of Florida, Division of Corporations to do business in Florida.**

4. **Provide proof that Bidder has a City of Delray Beach Business Tax Receipt.**

- a. Note: If Bidder does not have a City of Delray Beach Business Tax Receipt at the time of Bid Submission, Awarded Bidder will be required to obtain a City of Delray Beach Business Tax Receipt prior to finalization of the Contract.
5. Bidder has no reported conflict of interests in relation to this ITB. No additional documentation is required. The CRA will verify from Bidder's Conflict of Interest Disclosure Form.
6. Bidder shall have experience as the Prime Contractor for at least three (3) completed or currently ongoing projects of similar size, scope, and complexity (e.g., new commercial building structures), within the last seven (7) years. Bidder must have a proven record of successfully completing or working on new commercial building projects, and preferably a record of completing or working on public construction projects. Bidder must have a proven track record of coordinating trades required for structural, mechanical, plumbing, and electrical work required for new commercial buildings.

- a. **Bidder must provide at least three (3) Project Reference Forms for the aforementioned projects used to prove experience** and indicate: a) Bidder's role and responsibilities for the listed project; b) client's name and address including a contact person, email address, and phone number for reference verification; c) description of the project and work completed; d) total dollar value of the contract; e) contract duration; f) Bidder's team members on the reference project and whether those team members will be a part of this Project identified in this Bid Solicitation; and g) for completed projects, provide letters of certification of final acceptance or similar project closure documentation issued by the client and include available performance evaluations;

7. Bidder is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3)(d). No documentation from Bidder is required. The CRA will verify the status.

8. Bidder Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies. Provide an executed copy of the Scrutinized Company Certification form included in this RFP. The CRA will verify status.

9. **Bidder shall provide a short narrative which shall include a general introduction statement, a brief overview of the Bidder and its team members (including subconsultants), and why the Bidder is the most qualified for this Project.**

10. **Bidder shall provide the names, roles, responsibilities, and experience of all subcontractors to be used for this Project.**
 - a. Bidders must provide all applicable Certificate of Competency(ies) issued to the subcontractor(s).

END OF SECTION 4

SECTION 5: BID FORMS AND AFFIDAVITS

BID FORMS AND AFFIDAVITS

The forms listed below shall be completed by an authorized agent of the Bidder having legal authorization to contractually bind the Bidder's company or firm. Each signature/acknowledgement represents a binding commitment upon the Bidder to provide the goods and/or services offered to the CRA if the Bidder is awarded the Contract.

1. Bid Submittal Page
2. Solicitation Summary Form
3. Acknowledgement of Addenda
4. Bid Submittal Signature Page
5. Bid Pricing Form (Schedule of Values)
6. Conflict of Interest Disclosure Form
7. Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
8. Notification of Public Entity Crimes Law
9. Notification of Public Records Law
10. Drug-Free Workplace
11. Non-Collusion Affidavit
12. E-Verify Affidavit
13. Sample Bid Bond (Example of Required Bid Bond to be submitted)

BID SUBMITTAL PAGE

This Bid Submittal Page and all following pages shall be included in the original Bid package.

Please also include any additional information or documentation as required by this ITB.

INSTRUCTIONS

Sealed Bids must be received by the CRA on or before the Bid Submission Due Date and Time via hard copy at the CRA Office , located at 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM EST to 5:00 PM EST, Monday through Friday, except holidays. All Bids will be publicly opened at the CRA Office immediately after the Bid Submission Due Date and Time unless otherwise specified.

Each Bid submitted to the CRA shall have the following information clearly marked on the face of the package: Bidder’s name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the package shall be one (1) hard copy clearly identified as the “Original” that include signed originals of all required forms, and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in legible and searchable PDF format. If any of the required forms are not included in the Bid and/or are not signed or if any of the required information is not included in the Bid, the CRA may deem the Bid non-responsive. Bids deemed non-responsive are not evaluated or considered by the CRA.

ITB CRA No.: **2025-02**

Title: **CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED
COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE**

Due Date and Time: **April 17, 2025 @ 4:00 PM EST**

Name of Bidder

SOLICITATION SUMMARY FORM

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the **PUBLIC OPENING** for this Bid Solicitation. It is **VERY IMPORTANT** that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the CRA determines that the information contained in your Bid is different from the information on this Solicitation Summary Form, the CRA reserves the right to deem your Bid **NON-RESPONSIVE**, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITB CRA No. 2025-02

Title: CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE

Due Date and Time: April 17, 2025 @ 4:00PM EST

Name of Bidder: _____

Address: _____

Bid Amount: \$ _____

Written Bid Amount: _____

Authorized Agent: _____

Authorized Agent Signature: _____

Date: _____

By signing and submitting this Solicitation Summary Form, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the Bidder's Bid to the Delray Beach Community Redevelopment Agency.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND SIGN

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Name of Bidder

Authorized Agent Signature

Name and Title of Authorized Agent (Print or Type)

Date

BID SUBMITTAL SIGNATURE PAGE

By signing this Bid, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Delray Beach Community Redevelopment Agency, including all Conflict of Interest and Code of Ethics provisions.

Name of Bidder:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____

(Signature of Authorized Agent)

Authorized Agent Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Bid Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS BID SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

BID PRICING FORM

1. PRICE
Bidder shall indicate the firm and fixed price offered to the Delray Beach Community Redevelopment Agency for the work described in this Bid Solicitation.

2. **SCHEDULE OF VALUES**
Bidder shall submit a schedule of values that provides detailed and thorough breakdowns for the entire Scope of Work supporting the Bid Price.

3. PROJECT COMPLETION
Bidder agrees that the work will be finally complete **no later than six (6) months** from the date of issuance of the Notice to Proceed.

BID PRICE:

\$

DOLLAR AMOUNT

WRITTEN DOLLAR AMOUNT

Bidder Name

Authorized Agent Signature

Date

Printed Name and Title

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of Delray Beach Community Redevelopment Agency (“CRA”).

Furthermore, all Bidders must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder’s firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Bidder Name

Authorized Agent Signature

Name and Title (Print or Type)

Date

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency (“DBCRA”) shall provide notice, in writing, to the Contractor of the DBCRA’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the DBCRA’s determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes § 287.135*.

Section 287.135, *Florida Statutes*, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the DBCRA for goods or services may be terminated at the option of

the DBCRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

Must be executed and returned with the Bid to be considered.

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Bidder Name

Authorized Agent Signature

Name and Title (Print or Type)

Date

PUBLIC RECORDS LAW

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Delray Beach Community Redevelopment Agency (“CRA”) in order to perform the service. Upon request from the CRA custodian of public records, contract shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the CRA. Contractor upon completion of the contract, shall transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA in order to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHRISTINE TIBBS, AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT TIBBSC@MYDELRAYBEACH.COM.

Acknowledged by:

Bidder Name

Authorized Agent Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Bidder Name

Authorized Agent Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB CRA No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the CRA or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Delray Beach Community Redevelopment Agency (“CRA”). The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CRA; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an

unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the CRA has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the CRA has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

Print Name: _____

Print Name: _____

PRINCIPAL

(firm name)

By: _____
(Signature of Authorized Officer)

(affix Seal)

Print Name: _____

Title: _____

Business Address:

WITNESSES:

Print Name: _____

Print Name: _____

SURETY:

(firm name)

By: _____
(Signature, Attorney-in-Fact)

(affix Seal)

Print Name: _____

Business Address

Name of Local Insurance Agency

SECTION 6: EXHIBITS

- Exhibit A: Property Map and Photos
- Exhibit B: Property Summary
- Exhibit C: Project Reference Form

EXHIBIT A: PROPERTY MAP

Project Site is outlined in red.



Project Site Photos

Bidders are encouraged to visit the Project Site on their own time.



VIEW NW OF SUBJECT



VIEW NORTHEAST OF THE SUBJECT FROM NW 1ST STREET



VIEW NW OF SUBJECT



VIEW OF REAR OF SUBJECT BUILDING

EXHIBIT B: PROPERTY SUMMARY

PROPERTY DETAIL

LOCATION ADDRESS	102 NW 5TH AVE
MUNICIPALITY	DELRAY BEACH
PARCEL CONTROL NUMBER	12-43-46-16-01-019-0240
SUBDIVISION	DELRAY TOWN OF
OFFICIAL RECORDS BOOK/PAGE	34908 / 1947
SALE DATE	03/12/2024
LEGAL DESCRIPTION	TOWN OF DELRAY E 65 FT OF S 135 FT OF BLK 19

Show Full Map Nearby Sales Search



OWNER INFORMATION

OWNER(S)	MAILING ADDRESS
DELRAY BEACH CRA	20 N SWINTON AVE DELRAY BEACH FL 33444 2632

[Change of Mailing Address](#)

SALES INFORMATION

SALES DATE	PRICE	OR BOOK/PAGE	SALE TYPE	OWNER
03/12/2024	\$2,800,000	34908 / 01947	WARRANTY DEED	DELRAY BEACH CRA
01/29/2003	\$500,000	14802 / 01909	WARRANTY DEED	NW FIFTH AVENUE ASSOCIATES LLC
04/30/2002	\$10	13716 / 00878	QUIT CLAIM	KENZINGTON LLC
07/17/2001	\$10	12748 / 01853	QUIT CLAIM	GLENPARKE
03/02/2001	\$10	12376 / 00835	QUIT CLAIM	DAWES ALAN K
04/20/2000	\$335,000	11737 / 01895	WARRANTY DEED	MORGAN DAWES INC
06/01/1991	\$100	06857 / 00453	QUIT CLAIM	
07/01/1980	\$16,000	03345 / 01202	WARRANTY DEED	

[↑](#)

PROPERTY INFORMATION

Building 1
[Tangible Account\(s\)](#)

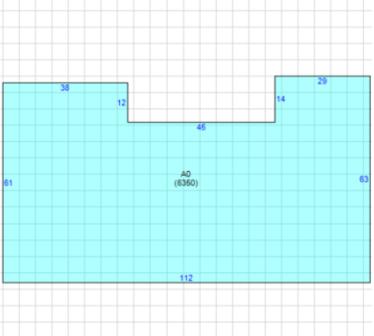
SUBAREA AND SQUARE FOOTAGE FOR BUILDING 1		STRUCTURAL ELEMENT FOR BUILDING 1		SKETCH FOR BUILDING 1
CODE DESCRIPTION	SQUARE FOOTAGE	Year Built	STRIP SHOPPING CNTR	
MULTIPLE TENANT RETAIL SAL	6350	1947	6350	
Total Square Footage	6350			
Number of Units	0			
Total Square Feet*	6350			
Acres	.20			
Property Use Code	1100—STORES			
Zoning	CBD—CBD-CENTRAL BUSINESS (12-DELRAY BEACH)			

EXHIBIT C: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the “Project.” The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name:
Reference Project Name:
Reference Project Location:
Description of Bidder’s Role on Reference Project and Services Provided. Please use an additional sheet (one page max), if necessary:
Compensation for Services Provided:
Reference Project Start Date and Completion Date:
Reference Project Construction Cost:
Reference Project Construction Start Date and Completion Date:
Reference Project Completed on Time and Within Budget:
Indicate the Bidder’s team members and their roles and responsibilities on the Reference Project and whether they will be involved in the Project related the CRA’s ITB. Please use an additional sheet (one page max), if necessary.
Reference Project Contact Information
Contact Name and Title:
Company/Organization:
Phone and Email:

Bidder’s Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature: _____

Authorized Agent Name and Title: _____

Date: _____



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

**ADDENDUM NO. 1
TO
INVITATION TO BID NO. CRA 2025-02
CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL
BUILDING LOCATED AT 102 NW 5th AVENUE**

APRIL 10, 2025

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated March 10, 2025, with respect to its intent to receive and consider Bids from qualified Bidders to construct exterior improvements for a CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, ("Project").

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

MODIFICATION:

1. Section 1. General Terms and Conditions, Paragraph 5. Change of Bid, shall now read as follows:

Prior to 12:00PM EST on Thursday, April 17, 2025, a Bidder may change its previously submitted Bid by submitting a new Bid with a written letter on the Bidder's letterhead, signed by an authorized agent of the Bidder, duly notarized, and submitted to the CRA Office located at 20 N Swinton Avenue, Delray Beach, Florida, 33444, stating that the new Bid submittal replaces the original Bid submittal. The new Bid submittal shall contain the letter and all information as required for submitting a Bid. No oral modifications to a submitted Bid will be allowed. Modifications shall not be allowed after the aforementioned stated date and time.

2. Section 1. General Terms and Conditions, Paragraph 10. Cancellation of Bid Solicitation, shall now read as follows:

The CRA reserves the right to cancel, in whole or in part, this ITB at any time when it is in the best interest of the CRA which shall be determined at the sole and absolute discretion of the CRA.

3. Section 1. General Terms and Conditions, Paragraph 11. Award of Contract, Subparagraph b., shall now read as follows:

The CRA reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unacceptable, or it is otherwise determined to be in the CRA's best interest to do so.

4. Section 1. General Terms and Conditions, Paragraph 17. Bid Protest, shall now read as follows:

A Bidder that has submitted a response to this ITB and is adversely affected by the decision to award, may file a formal written protest through filing a type-written protest with the CRA office. The Bidder shall file its type-written protest with the CRA, hand delivered to the CRA Executive Director, at 20 N Swinton Avenue, Delray Beach, Florida, 33444, Monday through Friday, between the hours of 8:00 AM EST and 5:00 PM EST, excluding legal holidays. Bid Protests shall not be accepted through email. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and number of the solicitation. Additionally, the protest shall be signed by an authorized agent of the Bidder and notarized. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the CRA. The protest shall be limited to 15 type-written pages. A written protest shall not challenge the specifications, scope of work, relative weight of evaluation criteria, a formula for assigning points, any request for additional information from Bidders, to reject insufficient and unclear Bids, ranking of Bids, to negotiate a contract, to abandon negotiations, and to approve a contract.

The written protest must be received within three (3) business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted on the CRA's website, www.delraycra.org, and on BidSync, www.bidsync.com. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's Bid or five thousand dollars (\$5,000), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the Delray Beach Community Redevelopment Agency. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

The CRA's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the CRA. The CRA Executive Director may render moot any written protest that is overtaken by events, in which case the CRA Executive Director may abate or dismiss such protest. Within ten (10) business days (excluding Saturdays, Sundays, legal holidays, and City observed holidays) of receipt of the formal written protest, the Assistant Director and CRA Legal Advisor/CRA Legal Counsel shall attempt to settle or resolve the dispute, at the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel's sole discretion. A decision will be rendered in writing and shall: (1) state the reasons for the action taken; and (2) inform the protestor of its right to appeal as provided herein. A copy of the decision of the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel shall be mailed or otherwise furnished immediately to the protestor.

The protesting party may appeal the decision of the Assistant Director and the CRA Legal Advisor/CRA Legal Counsel, by submitting the appeal to the CRA Executive Director within seven (7) days (excluding Saturdays, Sundays, legal holidays and CRA-observed

holidays) from the date of the written decision. The appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of the CRA Executive Director. The CRA Executive Director shall attempt to settle or resolve the matter at his/her sole option. The CRA Executive Director shall render a decision, in writing, within 10 days (excluding Saturdays, Sundays, legal holidays and City observed holidays) following receipt of the appeal.

A decision of the CRA Executive Director under this section shall be final and conclusive on the protester.

Timely submittal of a protest or appeal is required. Failure of a party to submit timely a written protest to the CRA within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.

Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

CLARIFICATIONS:

1. Please disregard the conceptual rendering signs on the exterior of the building. The required Scope of Work is contained within the ITB documents.
2. All exterior elements will need to match the current existing appearance of the building:
 - a. Stucco texture will need to match current texture.
 - b. Paint color for exterior walls, trim, and plaque-style tenant signage needs to match current paint colors.
 - i. For exterior paint please refer to specification section 099000 Exterior Paints and Coatings on A0.5
 - ii. Tenant names will not need to be painted onto the new plaque-style tenant signs.
 - c. All window replacements need to be hurricane impact rated windows and will need to match current window style.
 - i. Current window clings will not need to be replaced by the selected Contractor.
 - ii. Windows shall include the glass blocks. Glass blocks will need to be replaced with hurricane impact rated glass blocks in the same style.

QUESTIONS:

1. **How do we secure plans for the Project?**

There are currently no plans or drawings for the Scope of Work required for this Project.

2. **Can you please provide a sample Performance and Payment Bond.**

A sample Performance and Payment Bond is attached to this Addendum No. 1.

3. **What is the budget for this Project?**

The budget for this Project has not been finalized at this time.

4. Is it required to relocate any exposed electrical conduit within the wall, or will using outdoor-rated (weatherproof, sunproof) conduit be acceptable?

Outdoor rated conduit will be acceptable if using such conduit is accepted per City of Delray Beach and Florida Building Codes and Ordinances. All electrical components, including lighting, will need to be brought up to current Delray Beach and Florida Building Codes and Ordinances.

5. Are signed and sealed drawings required for this scope of work? If so, is the contractor responsible for providing them?

Whatever drawings are needed by the City of Delray Beach for any required applications and permits will need to be provided by the selected Contractor.

6. For permitting and inspections, who will be responsible for preparing and submitting the necessary construction drawings?

The selected Contractor will be responsible for preparing and submitting all necessary construction drawings, applications, etc. to the City of Delray Beach to obtain any necessary approvals and permit(s). The selected Contractor will be responsible for scheduling all necessary inspections with the City of Delray Beach and providing to the Delray Beach Community Redevelopment Agency all documentation showing passed inspections.

7. The existing wall framing, door headers, and jambs are wood. Could you please provide any structural requirements, design details, or specifications for properly installing hurricane impact-rated doors in this wood-framed construction?

Current and/or previous design and construction drawings are not available at this time. CRA staff has reached out to the City of Delray Beach to see if there are any plans on file.

All necessary design, structural, and construction details needed for the installation of windows, glass blocks, doors, etc. will need to be finalized by the selected Contractor. Any wood, wood framing, etc. that needs to be replaced and/or repaired will need to be addressed by the selected Contractor, per the Scope of Work in the ITB.

8. There is a 4" concrete step at the entrance of Shops #102 and #104, which appears to be non-compliant with ADA requirements. Are we expected to include accessibility upgrades in our scope to bring this area into compliance?

That work is not a part of the required Scope of Work at this time.

9. Some sections of fascia appear to be damaged. Should we include fascia repair in our scope?

Yes. Please include repairs to fascia replacement and/or repair as part of the Scope of Work.

Attachment:

Sample Performance and Payment Bond

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

Bond No _____

By this Bond, We _____, as Principal, whose principal business address and phone number are _____, as Contractor under the contract dated _____, 20____. Between Principal and the Delray Beach Community Redevelopment Agency, whose principal address and phone number are _____ for the construction of:

**ITBC NO.: XX-XXXX
TITLE
PROJECT NO.: XX-XX**

(hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, as Surety, whose principal business address and telephone number are _____ the sum of (U.S. dollars) \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Performs, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
3. Pays Delray Beach CRA all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Delray Beach CRA sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract.

then this bond is void; otherwise, it remains in full force.

In the event that Principal **shall** fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligeo to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time , **shall** be deemed to be in default fifteen (15) days after receipt of an additional written demand by the Obligeo

to correct the Principal's default, and the Obligee **shall** be entitled to enforce any remedy against Surety available to the Obligee including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty **shall** be deemed to be a period of one (1) year from the date of final acceptance by the Delray Beach CRA. This Bond does not limit the Delray Beach CRA 's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) include Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20____.

CONTRACTOR: _____
(Contractor Name)

WITNESS: _____ BY: _____
(President, Managing Partner, or Joint Venturer)

(SEAL)

SURETY: _____

FLORIDA AGENT OF SURETY: _____

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached)

WITNESS: _____ BY: _____
(Attorney-in-Fact)

(CORPORATE SEAL)



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

**ADDENDUM NO. 2
TO
INVITATION TO BID NO. CRA 2025-02
CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL
BUILDING LOCATED AT 102 NW 5th AVENUE**

APRIL 10, 2025

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated March 10, 2025, with respect to its intent to receive and consider Bids from qualified Bidders to construct exterior improvements for a CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, ("Project").

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

QUESTIONS:

1. Will a Performance and Payment Bond be required?

Yes. See Addendum No. 1 for a Sample Performance and Payment Bond.

2. Shops #108 and #110 appear to be unoccupied, with existing signage showing "Deli Market." Should these signs be replaced? If so, do you have new business names or placeholders we should include?

All signs should be replaced to match current style and paint color. Per Addendum No. 1, tenant names do not need to be painted on the sign by the selected Contractor.

3. Can you please confirm whether Shop #106 is currently occupied for signage replacement purposes?

Suite #106 is occupied. However, please see Addendum No. 1 – tenant names do not need to be painted on the sign by selected Contractor.

4. **Are the small light fixtures located above or near the shop fronts included in the replacement scope?**

Replacing **all** lighting on the exterior of the building is part of the Scope of Work.

5. **There are various low-voltage wires (e.g., white, blue cables) running along the exterior. Should these be addressed as part of the electrical work, or should we limit our scope to the main electrical systems only?**

Inspecting and repairing **all** electrical to meet City of Delray Beach and State of Florida Building Codes and Ordinances needs to be addressed as part of the Scope of Work.



DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

**ADDENDUM NO. 3
TO
INVITATION TO BID NO. CRA 2025-02
CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL
BUILDING LOCATED AT 102 NW 5th AVENUE**

APRIL 10, 2025

TO ALL PROPOSERS AND OTHERS CONCERNED

The Delray Beach Community Redevelopment Agency ("CRA") has heretofore published an Invitation to Bid ("ITB") dated March 10, 2025, with respect to its intent to receive and consider Bids from qualified Bidders to construct exterior improvements for a CRA-owned commercial building located at 102 NW 5th Avenue, Delray Beach, Florida, 33444, ("Project").

The intent of this Addendum is to address questions and/or errors, and to clarify other aspects of the ITB. Bidders submitting Bids for the above-referenced ITB shall take note of the following changes, additions, deletions clarifications, etc., which shall become a part of and have precedence over anything shown or described otherwise.

UPDATED ATTACHMENT:

Attached to Addendum No. 3 is a revised Sample Performance and Payment Bond. Please disregard the attachment from Addendum No. 1.

Attachment:

Revised Sample Performance and Payment Bond

SAMPLE SURETY PERFORMANCE AND PAYMENT BOND

Bond No _____

By this Bond, _____, as Principal, whose principal business address, phone number and email address are _____, as acting in the capacity of Contractor under that certain contract dated _____, 20____. Between Principal and the Delray Beach Community Redevelopment Agency (Delray Beach CRA), whose principal address and phone number are _____ for the construction of:

**ITBC NO.: XX-XXXX
TITLE
PROJECT NO.: XX-XX**

(hereinafter referred to as "Contract") the terms of which Construction Contract are incorporated by reference in its entirety into this Performance and Payment Bond and _____, as Surety, whose principal office is located in Florida with its address and telephone number _____ the sum of (U.S. dollars) \$ _____, for payment of which the Principal and Surety bind their successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal shall:

1. Perform, all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly make all payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
3. Pays to the Delray Beach CRA any and all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that Delray Beach CRA sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract.

then this bond is void; otherwise, it remains in full force.

In the event that Principal **shall** fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Delray Beach CRA to correct Principal's default(s), and having failed to correct such default (s) within thirty (30) calendar days, **shall** be deemed to be in default fifteen (15) calendar days after receipt of an additional written demand by the Obligee to correct the Principal's default, and the Delray Beach CRA **shall** be entitled to enforce any remedy against Surety available to the Delray Beach CRA including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty **shall** be deemed to be a period of one (1) year from the date of final acceptance by the Delray Beach CRA. This Bond does not limit the Delray Beach CRA 's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) include Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes and the Principal and Surety agree and acknowledge that the venue for any action brought against Principal and Surety shall lie in Palm Beach County, Florida.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20____.

CONTRACTOR: _____
(Contractor Name)

WITNESS: _____

BY: _____
(President, Managing Partner, or Joint Venturer)

(SEAL)

SURETY: _____

WITNESS: _____

BY: _____
(Attorney-in-Fact)

(CORPORATE SEAL)

Cover Letter

April 17, 2025

The Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue, Delray Beach, FL 33444

Re: ITB CRA_2025-02, Construction of Exterior Improvements for 102 NW 5th Avenue

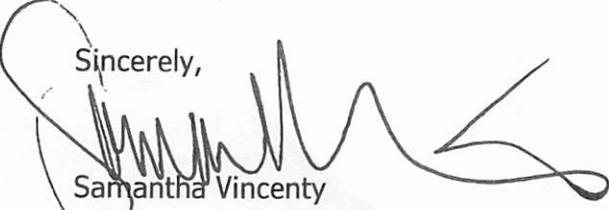
On behalf of Persons Services Corp., I am pleased to submit this Response to The Delray Beach Community Redevelopment Agency.

Persons Services Corp. (PSC) stands out as a Construction Management and General Contracting firm with over 45 years of experience managing global construction, infrastructure, industrial, and disaster recovery programs. Our team's unique blend of expertise and experience has enabled us to successfully complete demolition and construction projects for the USVI'S government and private sectors. We take pride in our reputation for delivering safe, high-quality, and performance-driven work.

Upon reviewing PSC's credentials, proven experience, and comprehensive internal capabilities, we are confident that you will appreciate how we have been able to serve some of the most demanding owners continually and have remained in business for over four decades. PSC is the ideal company to serve you as a construction manager and general contractor for the Continuing Contract for Construction Management Services once the solicitation is advertised.

I, Samantha Vincenty, certify that the ITB documents have been thoroughly reviewed and acknowledged. I affirm that all information in this submittal is complete and accurate. We have the necessary personnel, equipment, and time to ensure this commitment is unwavering.

Sincerely,



Samantha Vincenty

Regional General Manager | 954-616-5106 x339

www.personsservices.com

Persons Services Corp.

PERSONS

SERVICES CORP.



Response to Solicitation

Delray Beach Community Redevelopment Agency (CRA)

Exterior Improvements Commercial Building

Due: April 17, 2025 – 4:00 pm

Point of Contact:

Samantha Vincenty

svincenty@personsservices.com

954-290-8075

1835 S. Perimeter Rd., Suite 175

Fort Lauderdale, FL 33309

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Cover Letter

April 17, 2025

The Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue, Delray Beach, FL 33444

Re: ITB CRA_2025-02, Construction of Exterior Improvements for 102 NW 5th Avenue

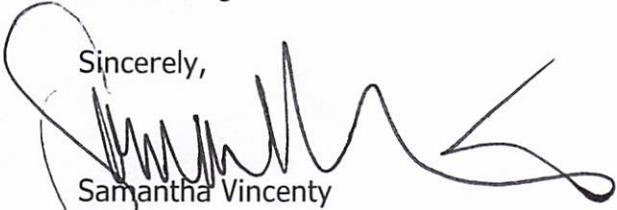
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Upon reviewing PSC's credentials, proven experience, and comprehensive internal capabilities, we are confident that you will appreciate how we have been able to serve some of the most demanding owners continually and have remained in business for over four decades. PSC is the ideal company to serve you as a construction manager and general contractor for the Continuing Contract for Construction Management Services once the solicitation is advertised.

I, Samantha Vincenty, certify that the ITB documents have been thoroughly reviewed and acknowledged. I affirm that all information in this submittal is complete and accurate. We have the necessary personnel, equipment, and time to ensure this commitment is unwavering.

Sincerely,



Samantha Vincenty

Regional General Manager | 954-616-5106 x339

www.personsservices.com

Persons Services Corp.



Firm Information

FIRM NAME: Persons Services Corp.

ADDRESS OF PROPOSED OFFICE IN CHARGE: 1835 S. Perimeter Rd.,
Suite 175, Fort Lauderdale, FL 33309

EMAIL ADDRESS: svincenty@personsservices.com

TELEPHONE OFFICE: (954) 616-5106 **MOBILE:** (954) 290-8075

FEDERAL I.D. NO.: 63-1237523

FLA. CORPORATE CHARTER NO.: F19000002589

WEBSITE: <https://personsservices.com/>

Please find attached a copy of PSC's Florida Contractor's License, a Letter of Intent from our Surety Company, and a Letter of Reference from our financial institution.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VINCENY, SAMANTHA

PERSONS SERVICES CORP
1218 CREEKSIDE DRIVE
WELLINGTON FL 33414

LICENSE NUMBER: CGC1537916

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/21/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

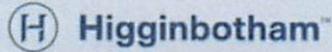


Persons Services Corp.

Florida Contractor's License

PERSONS
SERVICES CORP.

Surety Letter



March 31, 2025

RE: Surety Reference Letter

To Whom It May Concern:

Please be advised our agency has provided bonding for Persons Services Corp. since 2005 and bonds are currently written through United States Fire Insurance Company rated "A" class "XV" by AM Best with a U.S. Treasury listing of \$188,805,000 and licensed to do business in all 50 states. Our office is prepared to provide surety support in the amount of \$70,000,000 for any single contract and \$150,000,000 in the aggregate of outstanding contracts.

Please be advised each bond is underwritten by United States Fire Insurance Company on an individual contract basis.

Persons Services Corp. enjoys an excellent reputation in the construction industry and is a valued client of our agency and United States Fire Insurance Company. Please feel free to contact me if there are any further questions.

Sincerely,

O. M. McCrary

O. McCrary Otts, IV, CIC, CRM
Attorney-In-Fact
motts@higginbotham.net

Banking Letter



12/3/24

RE: Persons Services Corp.
4474 Halls Mill Road
Mobile, AL, 36693

Letter of Credit Reference

To whom it may concern:

Persons Services Corp. has been a customer of Regions Bank since 1999. The company maintains a depository relationship with us.

As of the date of this letter, Persons Services Corp. shows the following balances:

- Current Liquidity Balance: Mid 6 figures (Deposits are on a LOC sweep)
- Current Long-Term Note(s) Outstanding: Low 6 figures

Persons Services Corp. has established lines of credit for \$13,000,000, w/a balance of low 7 figures, expiring on 7/31/25.

The lines are secured by all business assets, and subject to a monthly borrowing base, and guaranteed by the ownership.

The client has always paid as agreed and receives an excellent letter of recommendation.

Sincerely,

Scott B. Green

Scottie Green
Vice President – Commercial Banking
Cell – 251-391-1486
scottie.green@regions.com
11 N. Water St
29th Floor RSA Tower
Mobile, AL 36602

Assistant – Sheila Bryant
sheila.bryant@regions.com
Office - 251-434-3155

Business Structure

Persons Services Corp. (PSC) is headquartered out of Mobile, Alabama with offices across the Southeast including **Fort Lauderdale, FL**. Our firm is privately held with over 45 years of experience in almost all aspects of the construction industry. We take pride in our role as a premiere project solutions company, offering a comprehensive range of services. Our status as a privately owned entity allows us to adapt to each client's and project's unique needs. We provide General and Specialty Contracting Services with established trade partners and direct-hire construction services that cover the complete spectrum from engineering, civil, mechanical, piping, electrical, and instrumentation to start-up assistance in-house.

Our services are designed to deliver the most cost-effective solutions through proven project delivery systems and a best-in-class workforce. A timeline of PSC's growth is illustrated below in Figure 3.1.

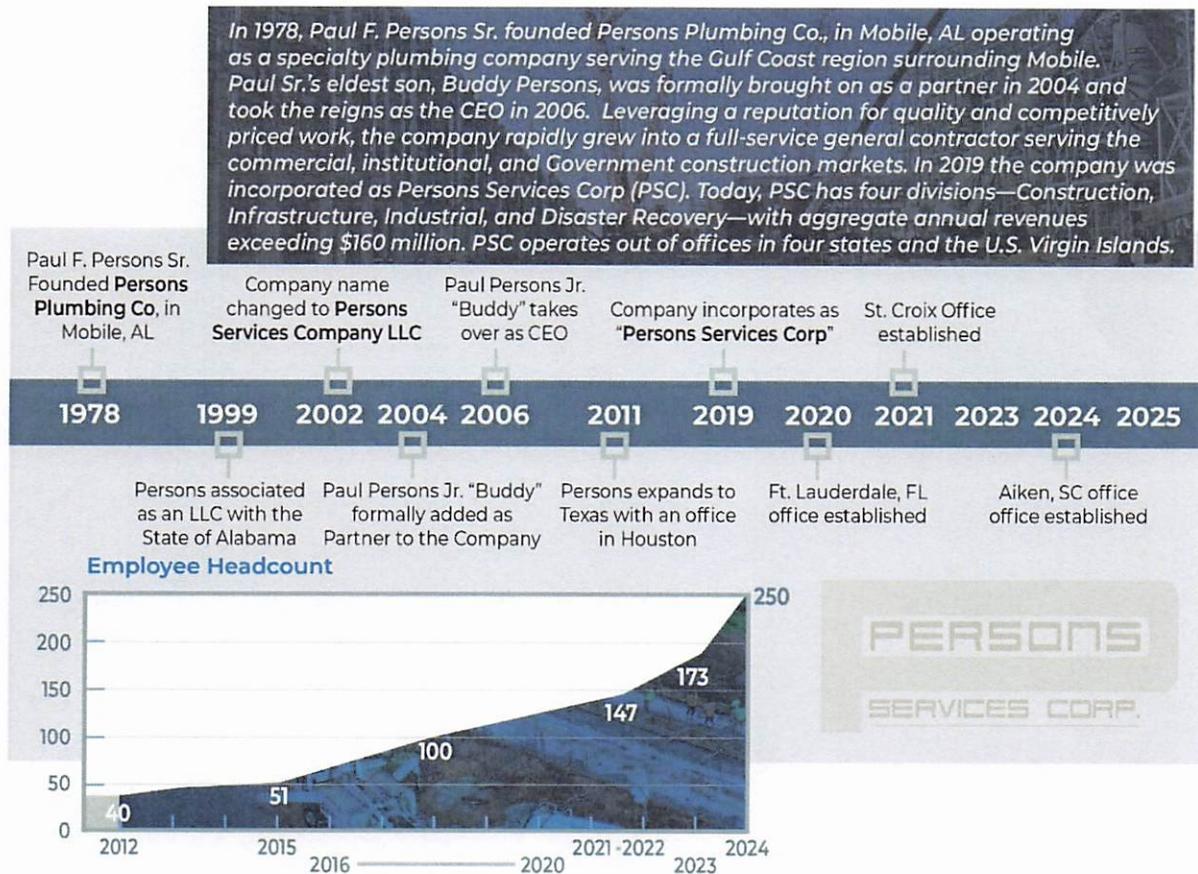


Figure 3.1. Persons Services Corp. has experienced continuous growth since its founding, expanding into a fully diversified construction firm.

Persons Services Corp. brings a unique advantage to Florida International University as our corporate umbrella includes owning and operating a steel fabrication facility, more than 750 pieces of Heavy Equipment, Trailers, Trucks and Vehicles, in addition to working with some of the latest construction technology.

When needed, we can self-perform schedule-critical work to avoid delays associated with solicitation and procurement of trades/subs, including the following:



Figure 3.2. PSC has an extensive suite of in-house capabilities to call upon as need demands.

We are proud of our continuous growth, reputation, and accomplishments. Being recognized by Engineering News Record (ENR) and other industry-leading publications as a top contractor in the US is a testament to our performance ability. PSC was recognized this year by Inc. 5000 as the 25th fastest growing company in Alabama.

Our growth and success are testaments to our core values, which promote integrity, communication, and quality above all else. Our unique differentiators include a deep level of expertise, the 'Master Builder' mentality, and a commitment to providing comprehensive project planning solutions. With unparalleled transparency, exceptional communication, and a dedication to mastery, we ensure that every construction venture becomes an empowering and gratifying experience for our clients.

The PSC team regularly delivers new vertical construction, renovation and repair projects to institutional and municipal owners across the U.S. Southeast.



Key Personnel

Equipped with a proven and collaborative approach to the unique needs of institutional construction, PSC stands ready to deliver exceptional Construction Manager at Risk services to Florida International University. PSC built our key personnel team and organizational structure to inject energy, a sense of urgency, and drive for continuous improvement into our approach.

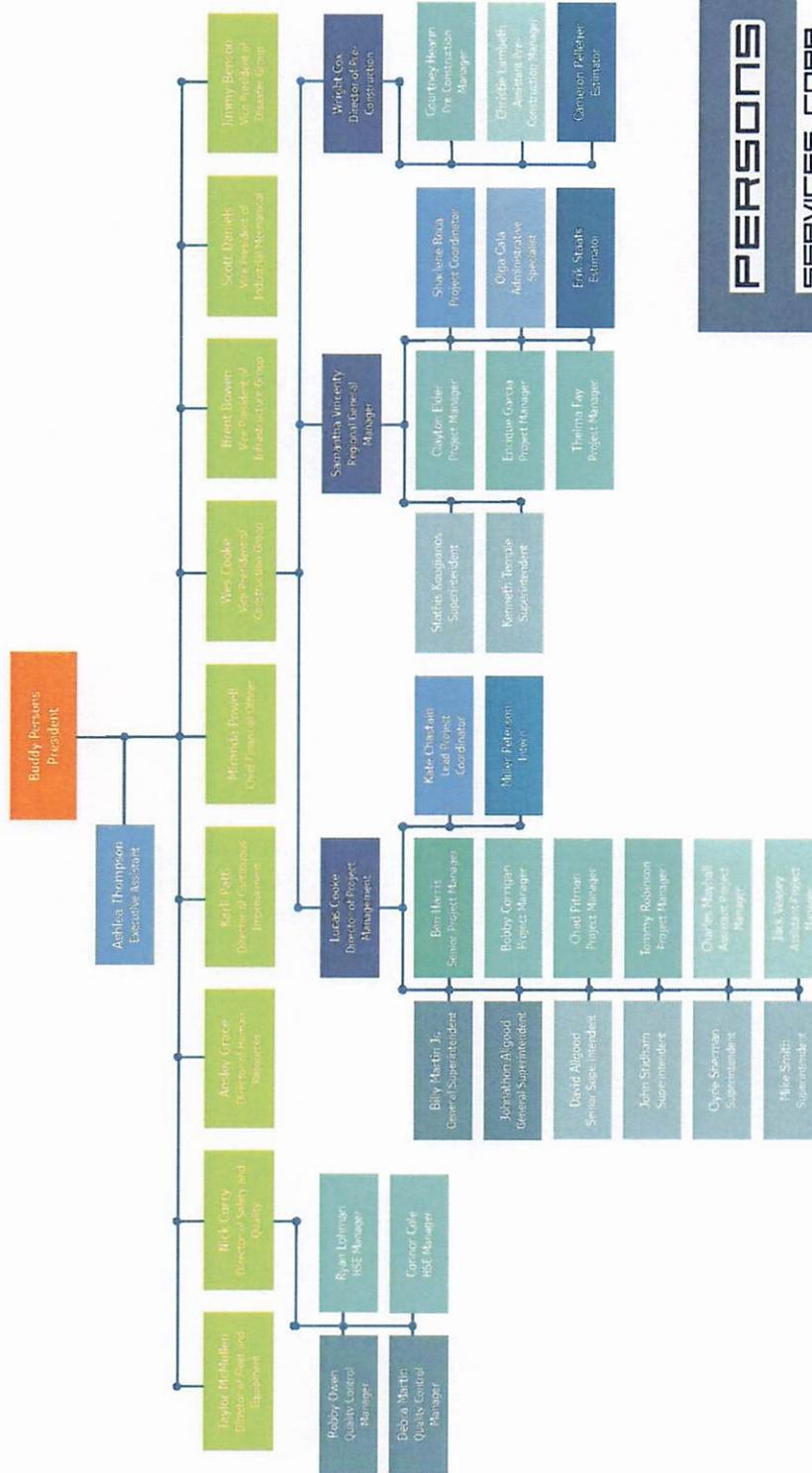
Our project team will operate under the oversight of a PSC Project Executive Samantha Vincenty. Samantha is the Regional General Manager of our Southeast and Caribbean group and will support the management team with unfettered access to any corporate resources that Project Manager (PM) Thelma Fay may require to deliver this project to the City at the highest level of customer satisfaction.

An Organization Chart illustrating the full resources of our Construction Group is located on the following page.

PM Thelma will lead the project team with the administrative support of Project Coordinator Sharlene Roca and onsite support of Superintendent Stathis Kougianos. The project will operate with the input, direction, and guidance of General Superintendent Billy Martin Jr. and Director of Project Management Lucas Cooke.

- **Project Executive *Samantha Vincenty*** has led construction teams to success for more than 20 years, with specialized experience in CMAR project delivery.
- **Project Manager *Thelma Fay*** has 15 years of industry experience, and has delivered complex design-build projects along Florida's southeast coast from Miami Beach to the Town of Jupiter.
- **General Superintendent *Billy Martin Jr.*** is one of PSC's most accomplished and senior superintendents with over 30 years of experience delivering multi-million dollar industrial and commercial projects to municipal and private clients.
- **Site Superintendent *Stathis Kougianos*** is a quality-dedicated construction professional with more than two decades of experience guaranteeing clean, safe, and organized jobsites.

Please find resumes for the key personnel to be assigned to this project located in the following pages





SAMANTHA VINCENTY

Project Executive

Samantha has more than 20 years of management experience in the construction industry. She is a talented team lead, providing operations, estimating, scheduling, team building, and management support to complex projects with rigorous deadlines. She has numerous years of experience with municipal construction and CMAR project delivery.

Based out of PSC's Fort Lauderdale Office, in her role as Project Executive for this contract, Samantha will support the management team with unfettered access to any corporate resources needed to deliver this project to the University at the highest level of customer satisfaction.

BACKGROUND

EDUCATION

Western Governor's University,
MBA, Healthcare Management
City University of New York,
BA, Communications

YEARS EXPERIENCE

Industry - 20

CERTIFICATIONS

LEED Accredited
OSHPD & AHCA

EXPERIENCE

GFI CAPITAL RESOURCES

The Ritz-Carlton Residences
The Villa Collection
Miami Beach, FL

CITY OF TAMARAC

Colony West Clubhouse/Cart Barn
Tamarac, FL

AD1 GLOBAL

Fairfield Inn & Suites
Tamarac, FL

TOWN OF JUPITER

City Hall Phase 2
Jupiter, FL

JACKSON MEMORIAL

Labor + Delivery OR Remodel
Miami, FL

MIAMA DADE COLLEGE

MDC West Campus
Doral, FL

HUDSON CAPITAL GROUP

Quay Plaza
Fort Lauderdale, FL

TOWN OF DAVIE

Davie Boys & Girls Club
Davie, FL

CITY OF POMPANO BEACH

Ali Cultural Center
Pompano Beach, FL

RIVERSIDE HOTEL

Spa + Amenities Center
Miami Beach, FL



THELMA FAY

Project Manager

Thelma has 15 years of construction experience. Her responsibilities include understanding each project's intricacies, budgeting, sequencing and scheduling required to meet the quality and construction timeframes necessary to complete each project successfully.

Additional duties include evaluating and issuing scopes of work for all subcontractors, coordinating and managing all necessary resources throughout the construction project, managing and maintaining the project budget and ensuring project deliverables are on time and within budget. She has experience with certified payroll and owner direct purchases.

Thelma has a finance background and worked in construction loan banking before beginning her construction career in 2010. She is a results-focused, proactive team member who excels at managing multiple projects from concept through completion. She is responsible for the entire project team, maintaining RFI's, submittals and coordination with the field as well as communication with subcontractors.

BACKGROUND

EDUCATION

University College Dublin,
Ireland, BA, Economics and
Social Policy with Honors

YEARS EXPERIENCE

Industry - 15

EXPERIENCE

GFI CAPITAL RESOURCES

The Ritz-Carlton Residences
The Villa Collection
Miami Beach, FL

1116 LOVE STREET, LLC

Love Street Mixed-Use
Jupiter, FL

CITY OF TAMARAC

Colony West Clubhouse/Cart Barn
Tamarac, FL

ELLIS DIVERSIFIED

Wilton Manors Station
Winton Manors, FL

AD1 GLOBAL

Fairfield Inn & Suites
Tamarac, FL

TOWN OF DAVIE

Davie Boys & Girls Club
Davie, FL

TOWN OF JUPITER

City Hall Phase 2
Jupiter, FL

CITY OF POMPANO BEACH

Ali Cultural Center
Pompano Beach, FL



BILLY MARTIN, JR.

General Superintendent

Billy has more than 30 years of experience in the construction industry. His diverse portfolio of successful commercial and industrial projects includes New School Facilities, Office Complexes, Medical Facilities, Detention Centers, Mixed-Use Retail Construction, Aviation, Multi-Family, and Hospitality among others.

Solution-oriented, Mr. Martin is highly experienced in site logistics, job site quality, scheduling, labor relations, and customer management.

As General Superintendent, Billy provides day-to-day team leadership, ensuring projects are completed on time and in line with quality and safety standards.

BACKGROUND

EXPERTISE

- Institutional Facility Construction
- Education Facility Construction
- Site Safety
- OSHA Compliance

CERTIFICATIONS

- AGC Certification
- OSHA 30-Hour
- OSHA 10-Hour
- OSHA 1926 Review Training, Project Accident Investigation
- Construction Education Foundation Inc. 30-Hour Safety Training
- MSHA Safety Training
- Quoin Stormwater Management
- McCarthy Building Management and Leadership
- Certified Lead Testing and Abatement
- Crane and Rigging Safety
- Confined Space Training

EXPERIENCE

BALDWIN COUNTY SCHOOL BOARD

Robertsdale High School Addition
Robertsdale, AL

DFW INTERNATIONAL AIRPORT

Terminal D Expansion
Dallas, TX

DALLAS COUNTY

Southwestern Institute of Forensic Sciences (SWIFS)
Dallas, TX

CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT

Cypress Fairbanks ISD High School
Cypress, TX

AIRPORT AUTHORITY OF THE CITY OF GULF SHORES

Gulf Shores Airport New Terminal
Gulf Shores, AL

CITY OF DAPHNE

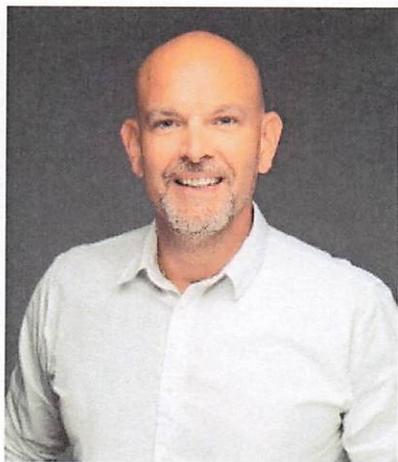
Daphne Justice Center
Daphne, AL

BLUE CROSS BLUE SHIELD

Corporate Headquarters
Richardson, TX

DALLAS COUNTY

Detention Center S Tower
Dallas, TX



STATHIS KOUGIANOS

Superintendent

Stathis has more than two decades of experience as a construction superintendent within multiple building fields. He is a dependable and safety-oriented site manager who is dedicated to building client relationships through quality workmanship.

Responsible for the day-to-day site operations of the jobsite, Stathis ensures the efficiency and safety of the workforce. He coordinates with suppliers and subcontractors, performs inspections, ensures 100% OSHA compliance, photo-documents project progress, and produces daily progress reports.

Successful in directing workforces and executing deadlines, he keeps jobs on schedule, within budget, and without safety incidents.

BACKGROUND

EDUCATION

TEE Fitila College, Greece, BA,
Business Administration and
Management

LANGUAGES

- English
- Greek
- Spanish

CERTIFICATIONS

- OSHA 30-Hour
- Procore Superintendent &
Administrator Certified

EXPERIENCE

CITY OF POMPANO BEACH

Ali Cultural Center
Pompano Beach, FL

TOWN OF DAVIE

Boys & Girls Club
Davie, FL

TOWN OF JUPITER

City Hall Phase 2
Jupiter, FL

ADDITIONAL EXPERIENCE

TRINITY CONSTRUCTION GROUP

Lead Superintendent

GOMEZ CONSTRUCTION

Lead Superintendent

RCC ASSOCIATES

Superintendent

COASTAL CONSTRUCTION

Superintendent



SHARLENE ROCA

Project Administrator

As Project Administrator, Sharlene is an integral member of the project team responsible for delivering building development projects of varying size and complexity. She is responsible for all aspects of construction and administration alongside accounting. Utilizing Procore, Sharlene works closely with project leadership to manage financial controls and reporting for the project budget, assembling contracts and change orders. Sharlene excels as a team player with demonstrated interpersonal and organizational skills.

BACKGROUND

EDUCATION

Miami Dade College
Computer Operations

YEARS EXPERIENCE

Industry – 15

EXPERIENCE

MIAMI DADE COLLEGE

MDC West Campus
Doral, FL

MIAMI DADE COUNTY SCHOOLS

International Studies Preparatory
Academy "ISPA"
Coral Gables, FL

TOWN OF JUPITER

City Hall Phase 2
Jupiter, FL

1116 LOVE STREET LLC

Love Street Mixed-Use
Jupiter, FL

BROWARD COLLEGE

Broward College
Fort Lauderdale, FL

TOWN OF DAVIE

Davie Boys & Girls Club
Davie, FL

CITY OF POMPANO BEACH

Ali Cultural Center
Pompano Beach, FL

CITY OF TAMARAC

Colony West Clubhouse/
Cart Barn
Tamarac, FL

Litigation

Persons Services Corp. has never been involved in any litigation regarding our project owners.

Equal Opportunity Statement

Persons Services Corp. is an equal opportunity employer. We do not and will not discriminate against any person, employee, or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation. Persons Services Corp. is committed to fostering an inclusive workplace where all individuals are treated with respect and dignity.

Minority/Women's Participation

Persons Services Corp. supports and encourages the active participation of minority-owned businesses, women-owned business enterprises, and labor surplus area firms in all aspects of our operations and contracting opportunities, in accordance with U.S. Code of Federal Regulations 2 CFR 200.321. We are committed to taking affirmative steps to ensure these businesses have the opportunity to compete for and participate in our projects.

Whenever possible, Persons Services Corp. will:

1. Solicit small and minority businesses and women's business enterprises as potential sources.
2. Divide total requirements, when economically feasible, into smaller tasks or quantities to allow maximum participation by small and minority businesses and women's business enterprises.
3. Establish delivery schedules, where feasible, that encourage participation by these enterprises.

We also require any subcontractors we engage to take these same affirmative steps to promote inclusive participation.

Required Forms

Please find attached on the following pages the forms required by the solicitation.

- Bid Submittal Page
- Solicitation Summary Form
- Acknowledgement of Addenda
- Bid Submittal Signature Page
- Bid Pricing Form
- Conflict of Interest Disclosure Form
- Scrutinized Companies Certification
- Notification of Public Entity Crimes Law
- Public Records Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Bid Bond + Surety Letter
- Exhibit C: Projects References Forms
- PSC_Certificate of Incorporation
- PSC_Business Tax Receipt

BID SUBMITTAL PAGE

This Bid Submittal Page and all following pages shall be included in the original Bid package.

Please also include any additional information or documentation as required by this ITB.

INSTRUCTIONS

Sealed Bids must be received by the CRA on or before the Bid Submission Due Date and Time via hard copy at the CRA Office , located at 20 N. Swinton Avenue, Delray Beach, Florida 33444. Normal business hours are 8:00 AM EST to 5:00 PM EST, Monday through Friday, except holidays. All Bids will be publicly opened at the CRA Office immediately after the Bid Submission Due Date and Time unless otherwise specified.

Each Bid submitted to the CRA shall have the following information clearly marked on the face of the package: Bidder's name, return address, ITB number, Bid Submission Due Date, and the title of the Bid. Included in the package shall be one (1) hard copy clearly identified as the "Original" that include signed originals of all required forms, and one (1) electronic version of the Bid on a Universal Serial Bus (USB) drive in legible and searchable PDF format. If any of the required forms are not included in the Bid and/or are not signed or if any of the required information is not included in the Bid, the CRA may deem the Bid non-responsive. Bids deemed non-responsive are not evaluated or considered by the CRA.

ITB CRA No.: 2025-02

Title: CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED
COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE

Due Date and Time: April 17, 2025 @ 4:00 PM EST

[Persons Services Corp.](#)

Name of Bidder

SOLICITATION SUMMARY FORM

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Bid Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the CRA determines that the information contained in your Bid is different from the information on this Solicitation Summary Form, the CRA reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITB CRA No. 2025-02

Title: CONSTRUCTION OF EXTERIOR IMPROVEMENTS FOR THE CRA-OWNED COMMERCIAL BUILDING LOCATED AT 102 NW 5TH AVENUE

Due Date and Time: April 17, 2025 @ 4:00PM EST

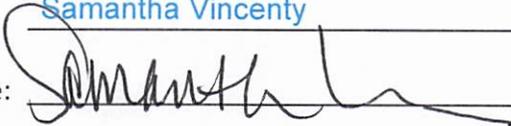
Name of Bidder: Persons Services Corp.

Address: 1835 S. Perimeter Rd, suite 175, Fort Lauderdale, FL 33309

Bid Amount: \$ 327,099.00

Written Bid Amount: Three hundred twenty-seven thousand ninety-nine dollars

Authorized Agent: Samantha Vincenty

Authorized Agent Signature: 

Date: April 17, 2025

By signing and submitting this Solicitation Summary Form, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the Bidder's Bid to the Delray Beach Community Redevelopment Agency.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND SIGN

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated April 10, 2025

Addendum #2, Dated April 10, 2025

Addendum #3, Dated April 10, 2025

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

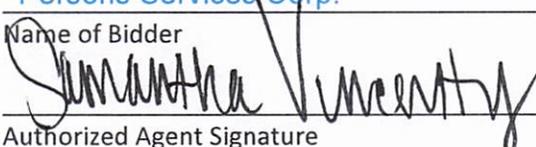
Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Persons Services Corp.

Name of Bidder



Authorized Agent Signature

Samantha Vincenty - Regional General Manager

Name and Title of Authorized Agent (Print or Type)

April 17, 2025

Date

BID SUBMITTAL SIGNATURE PAGE

By signing this Bid, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Delray Beach Community Redevelopment Agency, including all Conflict of Interest and Code of Ethics provisions.

Name of Bidder:

Persons Services Corp.

Street Address:

1835 S. Perimeter Rd, suite 175, Fort Lauderdale, FL 33309

Mailing Address (if different than Street Address):

Telephone Number(s): 954-616-5106

Fax Number(s): _____

Email Address: svincenty@personsservices.com

Federal Employer Identification Number: 63-1237523

Prompt Payment Terms: _____% _____ days' net 30 days

Signature: _____

(Signature of Authorized Agent)

Authorized Agent Name: Samantha Vincenty

Title: Regional General Manager

By signing this document, the Bidder agrees to all Terms and Conditions of this Bid Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS BID SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

BID PRICING FORM

1. PRICE
Bidder shall indicate the firm and fixed price offered to the Delray Beach Community Redevelopment Agency for the work described in this Bid Solicitation.

2. **SCHEDULE OF VALUES**
Bidder shall submit a schedule of values that provides detailed and thorough breakdowns for the entire Scope of Work supporting the Bid Price.

3. PROJECT COMPLETION
Bidder agrees that the work will be finally complete **no later than six (6) months** from the date of issuance of the Notice to Proceed.

BID PRICE:

\$ 327,099.00

DOLLAR AMOUNT

Three hundred twenty-seven thousand ninety-nine dollars

WRITTEN DOLLAR AMOUNT

Persons Services Corp.

Bidder Name

Authorized Agent Signature

April 17, 2025

Date

Samantha Vincenty - Regional General Manager

Printed Name and Title

PERSONS

SERVICES CORP.

Proposal

Delray Beach CRA Building Improvements
 102 NW 5th Ave
 Delray Beach, FL. 33444

Date: April 17, 2025
 To: Christine Tibbs-Assistant Dire
 DelRay Beach CRA

Prepared by: E.S.
 Description: Base Bid

CODE	DESCRIPTION	TOTAL
General Conditions		\$98,911
010000	General Conditions	\$98,911
Facility Constructions		\$117,062
020000	Existing Conditions	N/A
030000	Concrete	N/A
040000	Masonry	N/A
050000	Metals	N/A
060000	Wood, Plastics, and Composites	N/A
070000	Thermal and Moisture Protection	\$1,500
080000	Openings	\$70,082
090000	Finishes	\$37,480
100000	Specialties	\$8,000
110000	Equipment	N/A
120000	Furnishings	N/A
130000	Special Construction	N/A
140000	Conveying Equipment	N/A
Facility Services		\$48,654
210000	Fire Supression	N/A
220000	Plumbing	N/A
230000	HVAC	N/A
260000	Electrical	\$48,654
Site and Infrastructure		\$0
310000	Earthwork	N/A
320000	Exterior Improvements	N/A
330000	Utilities	N/A
SUBTOTAL		\$264,627
Insurance & Bonds		\$8,897
	General Liability & Umbrella	Included
	Builder's Risk Insurance	\$3,250
	Performance & Payment Bond	\$5,647
Contingencies		\$0
	Contingency 1	0.00% \$0
FEE		\$53,575
	Overhead & Fee	\$53,575
TOTAL BASE ESTIMATE		\$327,099



Del Rey CRA-Owned Commercial Building Exterior Improvements

CLARIFICATIONS AND EXCLUSIONS

1. The following costs are specifically excluded:
 - a. Architectural, engineering or design services or fees.
 - b. City Fees related to obtaining or issuance of a TCO or CO.
 - c. Prevailing wages.
 - d. 3rd party testing & inspections, required by the building permit. (If applicable)
 - e. Any tariffs imposed after the date of the proposal.
 - f. Asbestos, Moisture, Subsurface or other environmental consulting, surveying, testing, abatement or remediation.
 - g. Costs associated with bringing existing systems, facilities, fire rated assemblies, construction, etc. in compliance with current building codes.
 - h. Any and all Site work or landscaping/irrigation work.
 - i. This Proposal does not include sub-surface or other forensic investigations of hidden areas of existing construction or site.
 - j. Correction or modification of existing construction to satisfy ADA building requirements is not included.
2. The included scope is comprised of the following as no plans or specifications/details were provided, anything not listed below is not included.
 - a. Stucco repair scope includes repair cracks on stucco throughout to match existing type (smooth and textured) as well as stucco repair around windows, doors and replacement of plywood soffit and stucco based on visual inspection. Replacement of stucco beyond 1' of perimeter around windows and doors has not been included as part of the door/window replacement scope if delamination occurs as part of that scope.
 - b. An allowance of \$5,400 for Interior drywall patching around windows and doors has been included. No further interior work has been included.
 - c. Replacement of exterior soffit framing is not included as it could not be inspected prior to bid and no details or forensic investigation report were provided with bid documents.
 - d. Paint scope includes pressure wash, re-prime/repaint building exterior. 4,500 SF included. Also includes repaint of (6) existing exterior doors and repaint of dumpster gates and fence.
 - e. Storefront door replacement included as "ES Windows, ES-9000 model", Storefront windows included as "ES Windows, ES-8000/ES-EL150" models. Sizes to match existing openings. Storefront to attach to existing bucks/structural support. (unable to identify existing structural support until windows have been removed)
 - f. Signage replacement based on replacing (4) tenant signs with new to match existing, Tenant names have not been included. (As per addendum)
 - g. Electrical scope includes demo of lose wires around building, demo junction boxes in poor condition (replace ones with power, abandon ones without), (3) new services to meter and new meters (we will install conduit FPL to pull wire), replace (3) disconnects, repair internet system, replace existing exterior lighting at existing locations (allowance of \$500 per fixture has been included) , replace (5) condensing unit disconnects. An additional wire replacement clean-up allowance of \$15,000 based on T&M has been included to remove/abandon or replace existing active wiring.

SUBCONTRACTORS

Name: PRIME GLAZING SOLUTIONS, LLC
Address: 1025 N Florida Mango Rd, Ste #1
West Palm Beach, FL 33409
Contact: Andre Fernandez
andre@primeglazing.com
561-861-5030

License: SCC131152511 – 40 years of experience
Work to be Performed: Entrances and Storefronts

Name: SOUTHPAW CONSTRUCTION LLC
Address: 20300 NE 3rd Ct, Ste #12
Miami, FL 33179
Contact: Matthew Belnavis
matt.spconstruction@gmail.com
813-817-9403

License: CBC1264871 – 10 years of experience
Work to be Performed: Drywall, Stucco and Painting

Name: CONTRACTORS ELECTRICAL SERVICES, INC
Address: 12063 SW 131 Ave
Miami, FL 33186
Contact: Leonardo Rodriguez
786-252-1254

License: EC13006559 – 4 years of experience
Work to be Performed: Electrical work

Florida Department of
Business
Professional
Regulation



Online Services

DBPR's site is currently undergoing scheduled maintenance, please check back later.



VOLUNTARY PRE-BID MEETING

ITB: CRA 2025-02

Bid Title: Construction of Exterior Improvements for the CRA-owned Commercial Building
located at 102 NW 5th Avenue

Time: 11:00AM EST

Date: 20-Mar-25

102 NW 5th Avenue

<u>NAME</u>	<u>COMPANY NAME</u>	<u>PHONE</u>	<u>EMAIL</u>
Christine Tibbe	CRA		
ARMANDO JOMARRON	VENUS WINDOWS & DOOR	786-701-2940	AJ@VENUSWAD.COM
Cristhian Fernandez	Ferotec Corp	786-444-5835	Ferotec.corp@gmail.com
GLORIA FONSECA	FONSIS LLC	305 481 6801	liliana@fonsis.com
MARIA V. LOPEZ	VENUS WINDOWS & DOOR	786-701-2940	INFO@VENUSWAD.COM
SMARATHA VINCENTY	PERSONS SERVICES Corp	954 290 8075	svincenty@persons.services.com
GENESIS LEON	GEMSTONE BUILDERS	(954) 682-2121	info@gemstonegc.com
D'WAIS KHAN	KHAN BUILDERS, INC	754 275 5870	okhan@khanbuilders.nc.com

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of Delray Beach Community Redevelopment Agency ("CRA").

Furthermore, all Bidders must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

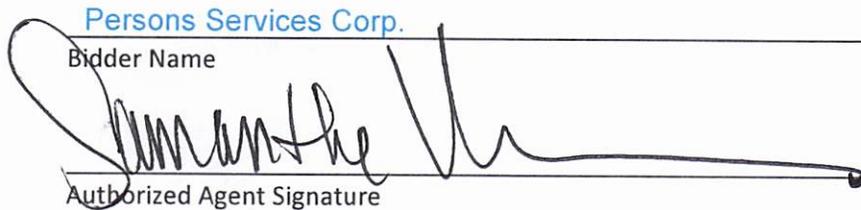
The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Persons Services Corp.
Bidder Name

Authorized Agent Signature

Samantha Vincenty - Regional General Manager
Name and Title (Print or Type)

April 17, 2025
Date

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135**

I, Samantha Vincenty
Regional General Manager, on behalf of Persons Services Corp.
Print Name and Title Company Name

certify that Persons Services Corp. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Delray Beach Community Redevelopment Agency ("DBCRA") shall provide notice, in writing, to the Contractor of the DBCRA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the DBCRA's determination of false certification was made in error then the DBCRA shall have the right to terminate the contract and seek civil remedies pursuant to *Florida Statutes § 287.135*.

Section 287.135, *Florida Statutes*, prohibits the DBCRA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the DBCRA for goods or services may be terminated at the option of

the DBCRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Persons Services Corp.

COMPANY NAME

SIGNATURE

Samantha Vincenty

PRINT NAME

Regional General Manager

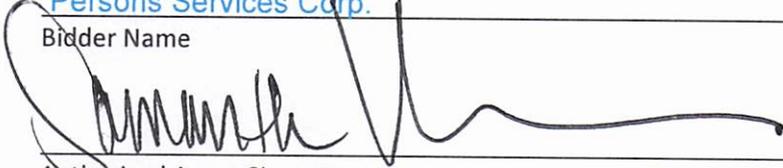
TITLE

Must be executed and returned with the Bid to be considered.

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Persons Services Corp.
Bidder Name

Authorized Agent Signature

Samantha Vincenty - Regional General Manager
Name and Title (Print or Type)

April 17, 2025
Date

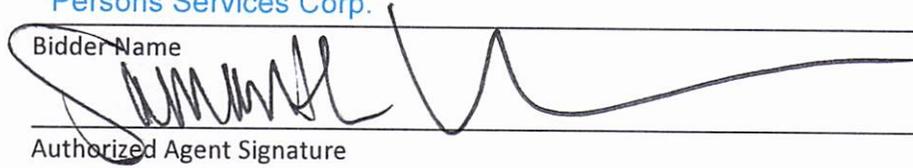
PUBLIC RECORDS LAW

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Delray Beach Community Redevelopment Agency ("CRA") in order to perform the service. Upon request from the CRA custodian of public records, contract shall provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the CRA. Contractor upon completion of the contract, shall transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA in order to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA custodian of public records, in a format that is compatible with the information technology systems of the CRA.

IF THE AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHRISTINE TIBBS, AT THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, 20 N. SWINTON AVE., DELRAY BEACH FLORIDA AND MAY BE CONTACTED BY PHONE AT 561-276-8640 OR VIA EMAIL AT TIBBSC@MYDELRAYBEACH.COM.

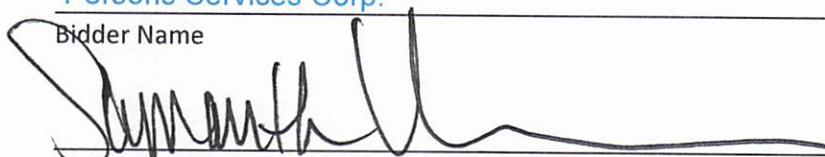
Acknowledged by:

Persons Services Corp.
Bidder Name

Authorized Agent Signature
Samantha Vincenty - Regional General Manager
Name and Title (Print or Type)
April 17, 2025
Date

DRUG-FREE WORKPLACE

Persons Services Corp. is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Persons Services Corp.
Bidder Name

Authorized Agent Signature

Samantha Vincenty - Regional General Manager
Name and Title (Print or Type)

April 17, 2025
Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Broward

Before me, the undersigned authority, personally appeared Samantha Vincenty, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Regional General Manager of Persons Services Corp., the Bidder that has submitted a Bid to perform work for the following:

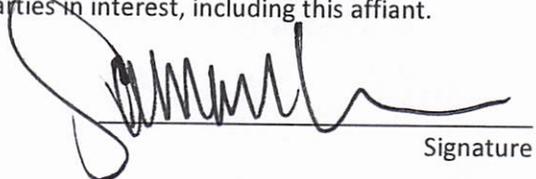
ITB CRA No.: 2025-02 Title: Construction of Exterior Improvements for the CRA-owned Commercial Building at 102 NW 5th Avenue

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

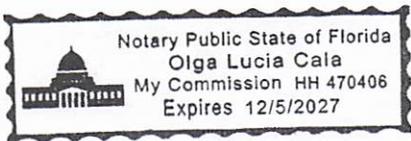
c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the CRA or any person interested in the proposed contract.

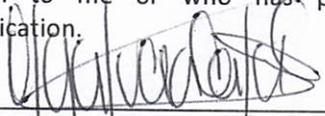
d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature

Subscribed and sworn to (or affirmed) before me this 17 day of APRIL 2025, by SAMANTHA VINCENTY, who is personally known to me or who has produced _____ as identification.

SEAL



Notary Signature 
Notary Name: OLGA LUCIA CALA
Notary Public (State): FLORIDA
My Commission No: HH 470406
Expires on: 12/5/2027

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary Only will attest and affix seal)

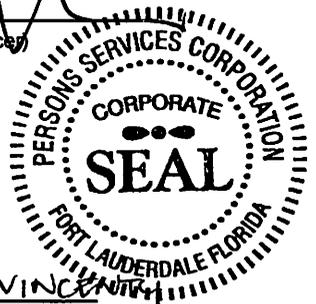
WITNESSES:

Thelma Fay
Print Name: Thelma Fay

Sharlene Roca
Print Name: Sharlene Roca

PRINCIPAL

Persons Services Corp.
(firm name)
By: *Samantha Vincent*
(Signature of Authorized Officer)



(affix Seal)

Print Name: SAMANTHA VINCENT
Title: REGIONAL GENERAL MANAGER

Business Address:
1835 S PERIMETER RD
SUITE 175
FORT LAUDERDALE, FL 33309

WITNESSES:

Katherine H. Gilmore
Print Name: Katherine H. Gilmore

Charlene C. Stout
Print Name: Charlene C. Stout

SURETY:

United States Fire Insurance Company
(firm name)
By: *O. McCrary Otts, IV*
(Signature, Attorney-in-Fact)

(affix Seal)

Print Name: O. McCrary Otts, IV

Business Address
3212 Midtown Park S.
Mobile, AL 36606

Name of Local Insurance Agency
Higginbotham Insurance Agency

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

12436

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

J. William Goodloe, III, O. McCrary Otts, IV, Charlene C. Stout, Katherine H. Gilmore

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of April 2025

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

April 14, 2025

Persons Services Corp.
4474 Halls Mill Road
Mobile, AL 36693

**RE: Exterior Improvements For the CRA-Owned
Commercial Building Located at 102 NW 5th Avenue
Delray Beach Community Redevelopment Agency
ITB CRA No. 2025-02**

Please be advised our agency has provided bonding for Persons Services Corp. since 2005 and bonds are currently written through United States Fire Insurance Company rated "A" class "XV" by AM Best with a U.S. Treasury listing of \$188,805,000 and licensed to do business in all 50 states. Our office is prepared to provide surety support in the amount of \$70,000,000 for any single contract and \$150,000,000 in the aggregate of outstanding contracts.

Please be advised each bond is underwritten by United States Fire Insurance Company on an individual contract basis. **We are prepared to issue performance & payment bonds for the referenced project should our client be successful with their bid. The warranty terms expressed in the bond forms are outside of normal surety standards. The surety will stand behind a normal two year warranty for defective materials & workmanship while the contractor may stand behind warranties beyond that term.**

Persons Services Corp. enjoys an excellent reputation in the construction industry and is a valued client of our agency and United States Fire Insurance Company. Please feel free to contact me if there are any further questions.

Sincerely,



O. McCrary Otts, IV, CIC, CRM
Attorney-In-Fact
motts@higginbotham.net



PERSONS SERVICES CORP.
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Year Ended December 31, 2023

Persons Services Corp.

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Pope & Co.

INDEPENDENT ACCOUNTANTS REVIEW REPORT

Shareholders

Mobile, Alabama

I have reviewed the accompanying financial statements of Persons Service Corporation, a Subchapter S Corp., which comprise the balance sheet as of December 31, 2023, statement of income and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of my procedures provide a reasonable basis for my conclusion.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

June 7, 2024



AICPA Member



Disclaimer of Opinion on Required Supplementary Information

We have applied certain limited procedures to the required supplementary information in accordance with review standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our review of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with enough evidence to express an opinion or provide any assurance.

Reginald L Pope II, CPA

265 Mitchell Rd. # 1252
Norcross, GA 30071



Persons Services Corp
Balance Sheet
December 31, 2023

ASSETS

CURRENT ASSETS

Cash and cash equivalents	774,317
Investment - marketable securities	1,900,699
Prepaid Expenses	651,592
Receivables, including retainage of 7,141,593	38,075,135
Due from related party	4,823
Deferred contract costs - net	1,707,656
Costs and estimated earnings in excess of billings on uncompleted contracts	6,789,646
Accrued revenue	202,013
Total Current Assets	<u>50,105,881</u>

PROPERTY AND EQUIPMENT

Metal Buildings	6,400
Autos and trucks	4,869,689
Furniture and fixtures	154,257
Equipment	7,487,399
Leasehold improvements	1,395,854
Less accumulated depreciation	<u>(5,683,359)</u>
Net property and equipment	<u>8,230,240</u>

OTHER ASSETS

Goodwill - net of amortization	<u>15,000</u>
Total other assets	<u>15,000</u>
Total Assets	<u><u>58,351,121</u></u>

See Notes and Accompanying Independent Accountants Report

Persons Services Corp
Balance Sheet
December 31, 2023



LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts payable, including retainage of 4,395,766	28,670,271
Payroll tax liabilities	825,268
Due from related party	(2,796)
Line of credit	0
Billings in excess of costs and estimated earnings on completed contracts	11,043,054
Current maturities of long-term debt	<u>1,356,214</u>
Total current liabilities	<u>41,892,011</u>

OTHER LIABILITIES

Long-term debt - less current maturities	<u>1,987,229</u>
Total liabilities	<u>43,879,240</u>

STOCKHOLDERS' EQUITY

Common stock \$1 par value, 100,000 shares and 106 shares issued and outstanding	106
Retained Earnings	<u>14,471,775</u>
Total stockholders' equity	14,471,881
 Total Liabilities and Stockholders' Equity	 <u><u>58,351,121</u></u>

See Notes and Accompanying Independent Accountants Review Report

Persons Services Corp
Statement of Income and Retained Earnings
December 31, 2023



		% of Revenue
Revenues earned	152,424,839	100.00%
Direct costs	<u>133,789,297</u>	<u>87.77%</u>
Gross profit	<u>18,635,542</u>	<u>12.23%</u>
Operating expenses		
General and administrative expenses	12,106,496	7.94%
Amortization	3,000	
Depreciation	1,432,712	0.94%
Interest expense	<u>830,805</u>	<u>0.55%</u>
Total operating expenses	<u>14,373,013</u>	<u>9.43%</u>
Income from operations	<u>4,262,529</u>	<u>2.80%</u>
Other income (expense)		
Investment income	13,437	0.01%
Gain (loss) on sale of investments	36,729	0.02%
Net unrealized gain (loss) on marketable securities	118,891	0.08%
Gain (loss) on disposition of assets	<u>1,811</u>	<u>0.00%</u>
Total other income (loss)	<u>170,868</u>	<u>0.11%</u>
Net income	<u><u>4,433,397</u></u>	<u><u>2.91%</u></u>

Retained Earnings Summary

Beginning 1/1/23	11,554,314
Net Income	4,433,398
Distributions	<u>(1,515,937)</u>
Ending Balance 12/31/23	<u><u>14,471,775</u></u>

See Notes and Accompanying Independent Accountants Review Report



Persons Services Corp
Statement of Cash Flows
For Year Ending December 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	4,433,398
Adjustments to reconcile net income (loss) to net cash provided by operating activities;	
Depreciation and Amortization	1,393,742
(Gain) loss on disposition	(1,811)
(Gain) loss on sale of investments	(36,729)
Dividend Income	15,142
Unrealized (gain) loss on marketable investments	118,891
Change in assets and liabilities	
(Increase) decrease in:	
Receivables	(11,902,961)
Prepaid expenses	(160,252)
Other receivable	8
Deferred contract cost	2,083,445
Cost and estimated earnings in excess of billings	3,483,005
Increase (decrease) in:	
Accounts Payable	7,735,588
Accrued expenses	319,342
Payroll tax liabilities	112,189
Billings in excess of costs and estimated earnings	7,213,901
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	10,373,500
CASH FLOW FROM INVESTING ACTIVITIES	
Purchase of equipment and leasehold improvements	(2,370,885)
Proceeds from disposal of equipment/vehicles	0
Investment in securities	(185,458)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(2,556,343)



Persons Services Corp
Statement of Cash Flows
For Year Ending December 31, 2023

Statement of Cash Flows (Continued)

CASH FLOW FROM FINANCING ACTIVITIES

Principal payments of long-term debt	(217,215)
Net advances of short-term debt	(11,647,860)
Distributions to members	<u>(680,010)</u>

NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES (12,545,085)

NET INCREASE (DECREASE) IN CASH (294,531)

CASH BEGINNING OF YEAR 294,531

CASH END OF YEAR (0)

SUPPLEMENTAL DISCLOSURES

Interest paid 830,805

See Notes and Accompanying Independent Accountants Review Report



NOTE A – HISTORY OF ORGANIZATION

Persons Services Corp. (the Company) was formed on January 1, 2000, under the laws of the state of Alabama. On January 1, 2018, the company elected to convert from a Limited Liability Company to a S Corporation. The primary business activity of the Company is the performance of plumbing, construction services, and disaster reconstruction services mainly in Southeastern United States. The Company is headquartered in Mobile, Alabama.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and cash equivalents

Cash and cash equivalents include cash on hand, demand deposits with banks and all highly liquid investments with original maturities of three months or less. The Company also considers investments in money market funds to be cash equivalents.

Revenue and Cost Recognition

The construction of industrial, commercial and disaster recovery contracts are considered single performance obligations that are satisfied over time. Payment is also due overtime in installments, based on project phases as specified in the contracts, with a final payment due at the time the contracts are completed, and the customer accepts the property.

The Company recognizes revenues from fixed-price and modified fixed-price industrial and commercial construction contracts using the cost-to-cost input method, which measures progress toward completion based on the percentage of cost incurred to date to estimated total cost for each contract. Contract costs inputs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, and repairs. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred.

Revenue from disaster recovery contracts with fixed-priced and modified fixed-price terms are also recognized using the cost-to-cost input method. However, the costs of administration and supervision and other indirect costs are excluded from measuring the progress toward completion.

Management believes the methods selected represent the best proxies available to measure the progress toward completion of contracts.

Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue and Cost Recognition (Continued)

Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined.

Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period, but limited to an amount that will not result in a significant reversal of revenue in future periods.

Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Selling, general, and administrative costs are charged to expense as incurred.

The Company generally warrants its work for one year after the date of acceptance. Warranty costs for the year ended December 31, 2023, were immaterial.

The timing of revenue recognition, billings, and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the balance sheet. Amounts are billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals (e.g., monthly) or upon achievement of contractual milestones. Generally, billings from disaster recovery projects occur after revenue recognition, resulting in contract assets. In contrast, billings on industrial and commercial projects generally exceed revenues earned which allow the company to receive advances or deposits from customers, resulting in contract liabilities. Contract assets decline as contracts near completion and work can be invoiced. Contract liabilities are decreased as revenue is recognized and as the contracts near completion.

The contract asset is captioned in the balance sheet as, "costs and estimated earnings in excess of billings on uncompleted contracts." The contract liability is captioned, "billings in excess of costs and estimated earnings on uncompleted contracts."

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The beginning and ending contract balances were as follows:

	<u>12/31/2023</u>	<u>12/31/2022</u>
Receivables	<u>38,279,433</u>	<u>26,233,115</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	<u>6,789,646</u>	<u>10,272,650</u>
Billings in excess of costs and estimated earnings in uncompleted projects	<u>11,043,054</u>	<u>3,829,153</u>

Use of Estimates

The Company uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Contract Receivables

For financial reporting purposes, the Company uses the allowance method of accounting for doubtful accounts. After review of the accounts receivable aging by management, a provision for uncollectible accounts in the amount of \$250,000 has been recorded.

Goodwill

The Company has elected to adopt the private company option to amortize goodwill. Goodwill is subject to amortization over a 10-year life.



NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment items are carried at cost. Maintenance and repairs are charged to expense as incurred and renewals and betterments are capitalized. Depreciation is charged to income on a basis considered adequate to amortize the related costs over their estimated useful lives, using the straight-line method. Estimated useful lives are principally as follows: machinery and equipment, 7 to 10 years; furniture and fixtures, 7 to 10 years; vehicles and other, 5 years; leasehold improvements, 20 years. The Company's policy is to capitalize acquisitions costing \$5,000 or more. Depreciation expense for the year ended December 31, 2023, was \$1,432,712.

The net gain or loss on items retired or otherwise disposed of is credited or charged to operations and the cost and accumulated depreciation are removed from the accounts.

Accrued Compensated Absences

The Company does accrue for compensated absences (vacation only) which is maintained by the Human Resources department. The calculation is updated at the end of each quarter as needed.

Advertising

The Company expenses advertising costs as they are incurred. Advertising expenses were \$519,946 for the year ended December 31, 2023.

Income Taxes

The Company elected to be treated as an S corporation effective January 1, 2018. An S corporation is not a taxpaying entity for federal or state income tax purposes. Accordingly, no income tax expense has been recorded in the statements. All income or losses will be reported on the individual shareholders' income tax returns.

As of December 31, 2023, the Company had no uncertain tax positions that require either recognition or disclosure in the Company's financial statement.

NOTE C – CONCENTRATION OF CREDIT RISK

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of cash and contract receivables. The Company maintains a portion of its cash in bank deposit accounts at financial institutions. The balances, at times, may exceed federally insured limits.

The Company, in the normal course of business, operating primarily in the southeastern region of the United States, extends credit to its customers based on various terms. The Company had outstanding receivables from businesses in this area of \$38,279,433 as of December 31, 2023.

NOTE C – CONCENTRATION OF CREDIT RISK (Continued)

The receivables represent unpaid billings from uncollateralized construction work. However, the Company can place liens on projects that are unpaid.

NOTE D – MARKETABLE SECURITIES

Marketable securities have been classified according to management's intent. The cost of securities and their approximate level 1 fair values are as follows:

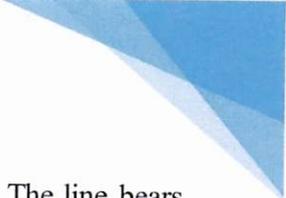
	<u>December 31, 2023</u>		
	<u>Cost Basis</u>	<u>Gross Unrealized Gain (Loss)</u>	<u>Fair Value</u>
Marketable securities available-for-sale	<u>1,600,048</u>	<u>300,651</u>	<u>1,900,699</u>

Investments consist primarily of publicly traded mutual funds and shares of equity securities.

Realized gains (losses) from sales of securities available for sale are as follows

	<u>December 31, 2023</u>		
	<u>Proceeds from Sales</u>	<u>Cost Basis</u>	<u>Gain (Loss)</u>
Marketable securities available-for-sale	<u>331,512</u>	<u>294,783</u>	<u>36,729</u>

Management uses the specific identification method to determine the cost basis of securities sold.



NOTE E – LINES OF CREDIT

The Company has a line of credit in the amount of \$12,000,000 with a financial institution. The line bears interest based at the bank's prime rate which was 8.50% on December 31, 2023. The line is secured by accounts receivable and is guaranteed by the shareholders. The loan agreement also contains restrictions and covenants. The outstanding balance was \$0 on December 31, 2023. The line matures July 31, 2024.

The Company has a line of credit in the amount of \$500,000 with a financial institution. The line bears interest based at the bank's prime rate which was 8.50% on December 31, 2023. The line is unsecured but is guaranteed by the shareholders. The loan agreement also contains restrictions and covenants. The outstanding balance was \$0 on December 31, 2023. The line matures September 13, 2024.

NOTE F — LONG-TERM DEBT

Long-term debt at December 31, 2023 consist of the following:

COLLATORALIZED BY	MONTHLY PAYMENT	BALANCE 12/31/23	RATE
Equipment	4,247	6,182	0.00%
Equipment	998	31,511	0.09%
Equipment	12,696	425,481	0.99%
Equipment	5,545	185,834	2.50%
Equipment	4,467	197,779	2.99%
Equipment	1,459	47,133	3.43%
Equipment	34,157	403,049	3.65%
Equipment	3,223	91,525	4.00%
Equipment	8,209	239,965	4.45%
Equipment	7,118	291,988	4.91%
Equipment	2,930	125,100	6.67%
Equipment	922	21,437	6.80%
Equipment	2,151	98,990	6.89%
Equipment	5,254	226,627	7.19%
Vehicle	4,317	87,529	0.00%
Vehicle	6,926	225,572	1.95%
Vehicle	621	22,567	3.28%
Vehicle	1,029	55,074	3.97%
Vehicle	734	34,077	4.55%
Vehicle	2,448	51,453	4.79%
Vehicle	1,548	58,674	5.80%
Vehicle	3,981	118,957	7.69%
Vehicle	1,248	59,665	8.11%
Vehicle	2,591	97,673	8.39%
Vehicle	1,204	54,082	8.99%

Vehicle	1,459	53,299	9.16%
Vehicle	696	32,220	10.14%

Total Long-Term Debt 3,343,443

Less current maturities (1,356,214)

1,987,229

NOTE F — LONG-TERM DEBT (Continued)

Maturities of long-term debt at December 31, 2023 are as follows:

Year ending December 31	
2024	1,356,214
2025	952,499
2026	743,738
2027 and thereafter	290,991

NOTE G – RETIREMENT PLAN

The Company has a qualified profit-sharing plan with a 401(k) deferred compensation provision. Employees are eligible to participate in the plan as long as they are at least 21 years of age and have completed one year of service. The plan also provides for matching contributions by the Company generally equal to the lesser of 100% of the employee's contribution or 4% of their compensation. Matching contributions to the plan were \$38,164 for the year ended December 31, 2023. The profit-sharing portion of the plan provides for elective contributions by the Company in such amounts as management may determine. There were no elective contributions to the plan for the year ending December 31, 2023.

NOTE H – RELATED-PARTY TRANSACTIONS

The Company pays rent for office and warehouse space in Mobile, Alabama and Houston, Texas to an LLC owned by shareholders of the Company. The Company's leases are month to month for the year ended December 31, 2023, and total lease payments for the year were \$327,395.

NOTE I – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 1, 2024, the date on which the financial statement was available to be issued.

SUPPLEMENTARY SCHEDULES

SCHEDULE OF "CONTRACTS IN PROGRESS " AND "COMPLETED CONTRACTS FOR 2023 "

Persons Services Corp.
SCHEDULE OF CONTRACTS IN PROGRESS

Year Ended December 31, 2023

Job	Job Description	Original Contract	Current Contract amount	Original Estimated cost	Current Estimated cost	Estimate Profit (D-F)	Cost to Date	% Complete (H-F)	Profit to Date (G-H)	Amount Earned (D-H)	Billed to Date	Cost to Complete (F-H)	Billings in Excess of Costs & Earnings (L-K)	Costs & Earnings in excess of Billings (K-L)
GC2140	KALEO HOME BASE & POOL	20,579,774	20,579,774	18,677,040	18,450,817	2,128,957	489,261	3%	53,688	538,978	807,500	17,895,528	88,522	17,807,006
GC2133	BALDWIN COUNTY MATERIAL RECON	17,107,400	17,276,688	16,176,975	16,115,238	960,450	4,123,075	39%	242,601	4,365,676	4,857,668	12,124,183	484,028	11,640,155
FM2166	ALPHABET & INFRASTRUCTURE*	23,892,018	23,907,688	18,979,500	15,186,213	8,721,450	7,994,131	49%	4,246,453	11,640,584	14,911,550	7,792,054	2,950,996	938,013
GC0019	RICH TAYLOR SR	11,824,363	11,824,363	10,247,801	8,938,287	2,886,076	2,562,201	29%	827,306	3,385,508	2,451,495	6,378,081	0	6,378,081
FM2188	ALPHABET HALL DEMO & UTILITY IMPR	12,695,000	12,695,000	11,091,797	11,091,797	1,603,203	6,355,343	87%	912,960	7,268,210	6,930,871	4,786,456	97,271	4,786,456
FM2177	ARBUS DUAL BAYS 27 28	4,044,134	4,044,134	4,296,312	4,091,280	1,210,078	796,694	15%	133,143	985,844	988,748	4,194,566	8,904	4,194,566
FM2177	ARBUS DUAL BAYS 27 28	1,234,364	1,234,364	1,234,364	1,234,364	0	0	0%	0	0	0	0	0	0
GC2111	BSCC DIV BUILDING 100,200,300	14,591,535	14,591,535	14,110,023	13,110,340	1,481,195	10,091,692	77%	1,140,150	11,231,842	10,846,641	3,745,890	3,745,890	3,745,890
GC2117	BEARD EQUIPMENT	3,296,000	3,247,500	2,947,754	2,947,754	298,246	298,246	0%	0	0	0	2,947,754	0	2,947,754
GC2004	SPACE STATION OFFICE	3,466,291	3,466,291	2,750,217	2,750,217	716,074	2,750,217	79%	716,074	2,750,217	2,750,217	0	0	2,750,217
FM2054	ARBUS DUAL BAY 29	2,764,918	2,764,918	2,777,000	2,777,000	0	0	0%	0	0	0	2,746,231	0	2,746,231
GC2131	WAB - HILLINGTON - TN	2,896,239	2,896,239	2,849,456	2,849,456	167,656	1,622,680	40%	1,622,680	1,622,680	1,622,680	0	0	1,622,680
FM2186	EMMET IND MANUFAC PLANT	6,006,149	6,006,149	4,775,040	4,775,040	1,231,109	1,003,352	37%	71,352	1,074,703	1,053,650	1,099,425	582,967	1,099,425
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2,693,777	2,693,777	122,334	2,693,777	0%	0	0	0	2,677,000	0	2,677,000
GC2130	WAB ATHENS - GA	2,706,111	2,706,111	2										

Supplementary Schedules - Completed Contracts for 2023

Persons Services Corp.
 SCHEDULE OF COMPLETED CONTRACTS
 Year Ended December 31, 2023

Job	Job Description	Original Contract	Current Contract amount	Original Estimated	Current Estimated cost	Estimate Profit (D-F)	Cost to Date	% Complete (H-F)	Profit to Date (G ⁺)	Amount Earned (D ⁺)	Billed to Date	Cost to Complete (F-H)	Billings in Excess of Costs & Earnings (L-K)	Costs & Earnings in excess of Billings (K-L)
QJ0008	FLZE MIDLAND	3,798,839	3,758,716	3,179,718	3,463,712	294,964	3,463,712	100%	294,964	3,758,716	3,607,883	0	49,167	0
QJ0002	OASIS MASTERPLAN	4,885,375	5,311,700	4,438,293	4,578,890	732,807	4,578,890	100%	732,807	5,311,700	5,311,700	0	0	0
IG0010	OXY BATTLEGROUND MAINT BLDG	387,600	623,407	505,627	283,174	340,233	283,174	100%	340,233	623,407	623,407	0	0	0
IG0025	STARBASE OFFICE BUILDING- BAKE	1	1	1	1	0	1	100%	0	1	1	0	0	0
IG0021	KANEKA- NUTRIENT	20,000	20,000	10,000	11,002	8,998	11,002	100%	8,998	20,000	22,071	0	2,071	0
IG0136	JASON PILGER- HYUNDAI	10,250	10,250	10,250	10,250	0	10,250	100%	0	10,250	10,250	0	0	0
IM0253	UOP COMPRESSOR 2 T&M	1	1	1	1	0	1	100%	0	1	1	0	0	0
IM0256	ST PATRICKS	4,359	4,359	3,585	2,699	1,660	2,699	100%	1,660	4,359	4,359	0	0	0
IM0104	USS ALABAMA TEAK DECK REPLACEN	230,048	230,048	30,500	140,055	81,993	148,055	100%	81,993	230,048	230,048	0	0	0
DM0005	REBUILD FL MICHAEL	15,617,049	15,617,049	12,570,725	13,047,123	1,669,926	13,907,052	100%	1,669,926	15,617,049	15,617,049	(50,729)	0	0
IM0148	UOP EMERGENCY MAINT	96,239	96,239	73,526	73,526	22,713	73,526	100%	22,713	96,239	96,239	0	0	0
IM0151	POND MAINTENANCE - UOP T&M	1,877,824	1,618,639	623,361	1,254,445	364,194	1,254,445	100%	364,194	1,618,639	1,618,639	0	0	0
IM0163	USA FIRE HYDRANT MAINT	48,438	96,906	40,000	21,972	74,934	21,972	100%	74,934	96,906	96,906	0	0	0
IM0234	CHART BLASTER SUPPORT T&M	13,764	13,764	6,587	11,663	2,101	11,663	100%	2,101	13,764	13,764	0	0	0
IM0205	UOP ADG 2 TRENCH WORK	14,569	14,569	6,970	6,970	7,599	6,970	100%	7,599	14,569	14,569	0	0	0
GC0186	FAMILY DOLLAR TREE- PEMBROKE	937,745	1,042,681	850,285	849,634	193,047	849,634	100%	193,047	1,042,681	1,042,681	0	0	0
GC0143	ELBERTA HIGH SCHOOL	1	1	1	1	0	0	0%	0	0	0	1	0	0
GC0144	ROBERTSDALE HIGH SCHOOL ADDIT	1	1	1	1	0	0	0%	0	0	0	1	0	0
GC0145	MOPPS- NEW TRANSPORTATION BR	1	1	1	1	0	1	100%	0	1	1	0	0	0
GC0146	ROBBIE WOOD NEW OFFICE	1	1	1	1	0	1	100%	0	1	1	0	0	0
Completed Contracts Totals		27,386,221	28,458,333	22,356,433	24,063,164	3,795,169	24,713,891	18	3,795,169	28,458,331	28,510,469	(50,727)	52,138	0
Total Contracts (Active + Completed)		328,238,765	340,405,983	291,311,650	295,499,134	44,906,849	195,189,898	18	25,050,754	220,146,603	224,400,012	Total	11,043,054	6,789,646

EXHIBIT C: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: Persons Services Corp.
Reference Project Name: "Boys & Girls Club Addition CDBG"
Reference Project Location: 7525 NE 33rd St, Davie FL 33024
Description of Bidder's Role on Reference Project and Services Provided. Please use an additional sheet (one page max), if necessary: Remodel and addition of a new Teen Center which included the demo of the existing courtyard that sdeparatedthe buildings, interior demo @ renovation of existing areas. New addition work consisted of footers, CMU, SOG new storefrony, Joists & Metal decking, Skylights, & new interior finishes. MEP, fire sprinkler & fire alarm work was added and tied into the existing.
Compensation for Services Provided: \$1,689,956.25
Reference Project Start Date and Completion Date: 01/16/2024 - 11/8/2024
Reference Project Construction Cost: \$1,386,176.00
Reference Project Construction Start Date and Completion Date: 01/16/2024 - 11/8/2024
Reference Project Completed on Time and Within Budget: Yes
Indicate the Bidder's team members and their roles and responsibilities on the Reference Project and whether they will be involved in the Project related the CRA's ITB. Please use an additional sheet (one page max), if necessary. Thelma Fay - Project Manager, Megan Yany - Assistant Project Manager - Stathis Kougianos Superintendent
Reference Project Contact Information
Contact Name and Title: Cristina Garcia-Marquez Project Manager
Company/Organization: Town of Davie - Community Services
Phone and Email: 954-298-1304 cgarcia-marquez@davie-fl.gov

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature:

Authorized Agent Name and Title: [Samantha Vincenty - Regional General Manager](#)

Date: [April 17, 2025](#)

EXHIBIT C: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: Persons Services Corp.
Reference Project Name: Historic Restoration of the Nyberg-Swanson House
Reference Project Location: 102 West Dania Beach Blvd, Dania beach, FL 33004.
Description of Bidder's Role on Reference Project and Services Provided. Please use an additional sheet (one page max), if necessary: Historical renovation project. Demolition and remodel of an existing home from 1912. This included the removal of termite & water damaged wood, & replacement of rotted trusses and a new roofing system. Historical windows were repired, refinished & replicated. Restoration of historic masonry and complete interior finishes.
Compensation for Services Provided: \$1,245,053.00
Reference Project Start Date and Completion Date: 08/05/2024 - 02/10/2025
Reference Project Construction Cost: \$1,001,545.00
Reference Project Construction Start Date and Completion Date: 08/05/2024 - 02/10/2025
Reference Project Completed on Time and Within Budget: Yes
Indicate the Bidder's team members and their roles and responsibilities on the Reference Project and whether they will be involved in the Project related the CRA's ITB. Please use an additional sheet (one page max), if necessary. Thelma Fay - Project Manager, Megan Yany - Assistant Project Manager - Thomas Cleary Superintendent
Reference Project Contact Information
Contact Name and Title: Sean Schutten Project Manager
Company/Organization: City of Dania Beach
Phone and Email: 954-924-6808 x3660 sschutten@daniabeachfl.gov

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature:

Authorized Agent Name and Title:

Date:

[Samantha Vincenty - Regional General Manager](#)

[April 17, 2025](#)

EXHIBIT C: PROJECT REFERENCE FORM

The Bidder shall complete the following information for a previously completed or currently ongoing project/work within the stipulated time, where the Bidder believes said project/work is of equal or greater scope, size, and complexity that best represents its ability to complete the "Project." The reference provided below should be for one (1) reference project and must comply with the requirements listed in the ITB.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

Bidder Name: Persons Services Corp.
Reference Project Name: Congress Jewelers Restoration
Reference Project Location: 2075 Periwinkle Way Unit #35, Sanibel, FL 33957
Description of Bidder's Role on Reference Project and Services Provided. Please use an additional sheet (one page max), if necessary: Complete remodel of a 4,000 SF Jewelry Store. Consisted of Interior and exterior demolition, new framing, drywall, storefronts windows and doors, custom display cases, custom offices, highend finishes and break room facilities for staff.
Compensation for Services Provided: \$949,298.64
Reference Project Start Date and Completion Date: 06/26/2024 - 11/27/2024
Reference Project Construction Cost: \$729,182.00
Reference Project Construction Start Date and Completion Date: 06/26/2024 - 11/27/2024
Reference Project Completed on Time and Within Budget: Yes
Indicate the Bidder's team members and their roles and responsibilities on the Reference Project and whether they will be involved in the Project related the CRA's ITB. Please use an additional sheet (one page max), if necessary. Jason Otilige - Project Manager, Brian Cook - Superintendent
Reference Project Contact Information
Contact Name and Title: Scot Congress Owner
Company/Organization: Congress Jewelers
Phone and Email: 239-560-8994 scot@scongress.com

Bidder's Certification of Information

By signing below, I acknowledge that the CRA reserves the right to contact the above-named Reference Project Contact and I certify that all information stated above is true and correct to the best of my knowledge.

Authorized Agent Signature:

Authorized Agent Name and Title:

Date:

[Samantha Vincenty - Regional General Manager](#)

[April 17, 2025](#)

State of Florida

Department of State

I certify from the records of this office that PERSONS SERVICES CORP. is an Alabama corporation authorized to transact business in the State of Florida, qualified on May 21, 2019.

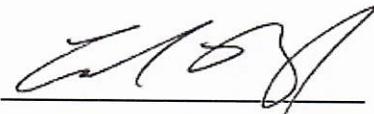
The document number of this corporation is F19000002589.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 13, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of March, 2025*




Secretary of State

Tracking Number: 3422652816CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
 PERSONS SERVICES CORP.

Filing Information

Document Number F19000002589
FEI/EIN Number 63-1237523
Date Filed 05/21/2019
State AL
Status ACTIVE

Principal Address

4474 HALLS MILL RD.
 MOBILE, AL 36693

Mailing Address

4474 HALLS MILL RD.
 MOBILE, FL 36693

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
 2894 REMINGTON GREEN LANE
 SUITE A
 TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Officer/Director Detail

Name & Address

Title President

PERSONS, JR., PAUL F
 4474 HALLS MILL RD.
 MOBILE, AL 36693

Title Director

PERSONS, SR., PAUL F
 4474 HALLS MILL RD.
 MOBILE, AL 36693

Annual Reports

Report Year	Filed Date
2023	04/14/2023
2024	04/05/2024
2025	01/13/2025

Document Images

01/13/2025 -- ANNUAL REPORT	View image in PDF format
04/05/2024 -- ANNUAL REPORT	View image in PDF format
12/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/14/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
04/12/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
05/21/2019 -- Foreign Profit	View image in PDF format

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “*Contractor*” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

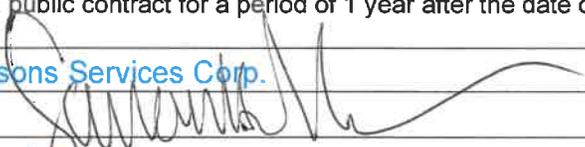
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Delray Beach Community Redevelopment Agency (“CRA”). The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CRA; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an

unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

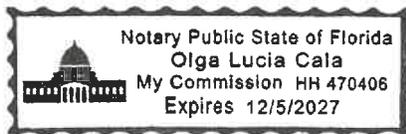
3. Contract Termination

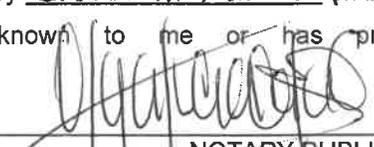
- a) If the CRA has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the CRA has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: <u>Persons Services Corp.</u>
Authorized Signature: 
Print Name: <u>Samantha Vincenty</u>
Title <u>Regional General Manager</u>
Date: <u>April 17, 2025</u>
Phone: <u>954-290-8075</u>

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of APRIL, 2025, by SAMANTHA VINCENTY on behalf of PERSONS SERVICES CORP. He/she is personally known to me or has produced _____ as identification.




NOTARY PUBLIC
OLGA LUCIA CALA
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any



SEALIFE ◀ FASHION ◀ DIAMONDS ◀ ESTATE

January 23, 2025

To Whom It May Concern,

I am writing to provide a reference for Persons Services Corp., who recently completed a comprehensive renovation of our fine jewelry store, Congress Jewelers, located at 2075 Periwinkle Way, Unit #35, Sanibel, FL 33957.

Persons Services worked as our construction manager and general contractor during the bidding process through construction closeout and understood the importance of creating an elegant and sophisticated atmosphere that reflects both our brand and the luxury products we offer. The team demonstrated an exceptional attention to detail, working seamlessly with our vision while offering creative insights that elevated the final design.

Throughout the process, Persons Services was both professional, detailed and efficient. They managed to complete the project within our agreed timeline and budget, without compromising on quality. The craftsmanship and materials used in the renovation are of the highest standard, resulting in an environment that perfectly showcases our jewelry collections while providing a comfortable and inviting space for our clients. We were kept informed of progress at every stage, and any questions or concerns were addressed promptly and thoroughly. The team worked harmoniously with our staff, ensuring every detail was met along the way to completion.

Since the completion of the project, we have received an overwhelmingly positive response from our clients, who have praised the new layout, lighting, and overall ambiance of the store. The renovation has undeniably enhanced our brand image and elevated our customer experience.

I highly recommend Persons Services for any construction project, specifically those that require high attention to detail and with high end finishes. Their expertise, professionalism, and dedication to excellence make them an outstanding choice for any business seeking a transformation of this caliber.

Please feel free to contact me directly if you would like further details about our experience.

Sincerely,

Scot Congress
President
Congress Jewelers
C: 239-560-8994
Scot@scongress.com

The Bell Tower, 13499 S. Cleveland Ave, Suite 165, Ft. Myers, FL 33907
www.CongressJewelers.com ◀ 239-472-4177



Reference Statement



Schutten, Sean <sschutten@daniabeachfl.gov>

To Olga Cala

Cc Kenneth Temple; Samantha Vincenty



Thu 8/1/2024 5:15 PM

You replied to this message on 8/2/2024 7:12 AM.

Hi Olga,

As requested, my reference is provided below:

To Whom it May Concern,

I am writing to provide my highest recommendation for Persons Services Corp. based on their performance in providing construction services. In my capacity as Project Manager for the City of Dania Beach located in Dania Beach, FL, I have the distinct pleasure of working with Persons Services Corp. on our Nyberg Swanson House Historic Restoration project.

From the beginning, Persons Services Corp. exhibited an exceptional level of professionalism, expertise, and dedication. Their team consistently delivered superior work within the established timelines and adhered to industry standards. Their attention to detail and commitment to excellence are evident throughout the project.

Persons Services Corp. communication throughout the project was exemplary. They provided regular updates, promptly addressed any concerns, and collaborated closely with our team to achieve the best possible outcomes. Their transparency and responsiveness contributed to a smooth and efficient project experience.

I am confident that Persons Services Corp. will bring the same level of dedication, expertise, and professionalism to any future projects they undertake. I recommend them for any construction needs you may have and would be happy to provide further information if required.

Sincerely,



Sean Schutten

Project Manager | City of Dania Beach

sschutten@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL, 33004

Phone: 954-947-3610 x3660

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



Web: daniabeachfl.gov | App: [AskDaniaBeach](#)

RISE - Respect, Integrity, Standard of Excellence

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



PUBLIC WORKS AND CAPITAL PROJECTS DEPARTMENT

6901 ORANGE DRIVE DAVIE, FLORIDA 33314

PHONE: 954.797.1240 • FAX: 954.797.1246 • WWW.DAVIE-FL.GOV

July 30, 2024

To Whom It May Concern:

RE: Persons Services Corporation

I am writing this letter to provide a reference for Persons Services Corporation. I am a Project Manager for the Town of Davie in Florida and have been working with Persons Services in the Boys and Girls Club Addition construction project since December 2023. The anticipated project completion date is October 2024.

Persons Services works efficiently and has been able to make construction progress faster than anticipated. Their team is composed of in-house professionals experienced in the construction industry and subcontractors, and their work conforms to building codes and standards. They deliver quality work within the project schedule and budget. They are conscientious of project site safety and adhere to safety regulations and industry standards. They take ownership of the job, pay attention to detail and are committed to excellence.

They are completing the project construction while the Club continues with regular operations and are able to work on multiple construction disciplines concurrently, which serves them to complete the project within the schedule and shows their flexibility.

Their communication throughout the project is constant and their attitude is sincere. Persons Services provides regular updates and is responsive. They work well with all the parties involved to make the project successful, including their subcontractors, the Architect, Club staff, and Town of Davie staff from various Divisions, including the Building Division with their multiple discipline reviewers and inspectors.

Persons Services can be trusted to bring the same level of dedication and expertise to any future construction projects they undertake. I am available to provide further information.

Sincerely,

Cristina Garcia-Marquez, PE
Project Manager
Town of David Public Works and Capital Projects

c: Glenda Martinez and Osdel Larrea, Town of Davie

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND PERSONS SERVICES CORP.
(102 NW 5th Avenue)**

THIS FIRST AMENDMENT TO THE AGREEMENT ("FIRST Amendment") is made and entered into as of the 30 day of September, 2025, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **PERSONS SERVICES CORP.**, an Alabama corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into an Agreement dated June 26, 2025, for 102 NW 5th Avenue Exterior Improvements Project pursuant to the CRA's Invitation to Bid No. 2025-02 and addendums ("ITB"), and the CONTRACTOR's response to the Invitation to Bid, including all documents required thereunder ("Agreement"); and

WHEREAS, CRA and CONTRACTOR desire to enter into this First Amendment for additional material costs and necessary labor to perform the removal of damaged exterior louver, the furnishing and installation of the new louver, and restoration of impacted area, and adding the tenant names to three exterior tenant signs as more particularly described in the Change Orders attached as "Exhibit A" to this First Amendment.

WHEREAS, the CRA and the CONTRACTOR agree to amend the Agreement, to increase the price of the compensation owed to the CONTRACTOR in an amount not to exceed **Six Thousand Five Hundred Eighteen and 40/100 Dollars (\$6,518.40)** for labor and materials as set forth in the Change Orders attached as "Exhibit A" to this First

Amendment, which is incorporated herein by reference. The total sum due to the CONTRACTOR is amended to **Three Hundred Thirty-Three Thousand Six Hundred Seventeen and 40/100 Dollars (\$333,617.40)**.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. That the CRA and the CONTRACTOR agree to amend the Agreement for additional material costs and for Contractor to perform the necessary labor as more particularly described in the Change Order attached as Exhibit "A" to this First Amendment.

3. That the CRA and the CONTRACTOR agree to amend the Agreement to increase the price of the compensation owed to the CONTRACTOR in an amount not to exceed **Six Thousand Five Hundred Eighteen and 40/100 Dollars (\$6,518.40)** for labor and materials as set forth in Exhibit A. The total sum due to the CONTRACTOR is amended to **Three Hundred Thirty-Three Thousand Six Hundred Seventeen and 40/100 Dollars (\$333,617.40)**.

4. That except as amended herein, the CRA and CONTRACTOR ratify, approve, and reaffirm the terms of the Agreement, and the Agreement shall remain in full force and effect, except as amended herein.

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Agreement, and this First Amendment, this First Amendment shall control to the extent of any such conflict or ambiguity.

6. All capitalized terms used but not defined herein shall have the meaning assigned in the Agreement, as amended.

[This Space is Intentionally Left Blank; Signature Page to Follow]

Delray project mock-up sample

QUOTE ID: 1 0154

19/08/2025



Mr/Mrs Andre Fernandez
 Prime Glazing Solutions
 West Palm Beach Florida United States

We are pleased to provide you with the following proposal and corresponding terms and conditions

LINE ITEM NAME	MODEL	QTY.	WIDTH (IN)	HEIGHT (IN)	BLANK OFF PANEL	BACK PAN	SILL PAN	BIRD SCREEN	NET EACH PRICE	TOTAL PRICE
A	5.5-4	1	25.50	25.00	NO	NO	YES	YES	\$ 1,320.00	\$ 1,320.00
Labor \$750.00 - to install										
TOTAL OPENINGS:					1					ORDER SUBTOTAL (USD) \$ 1,320.00
TOTAL AREA:					5 Sq ft					SHIPPING (USD) \$ 330.00
									EXPORT TARIFF (USD) \$	
									TOTAL ORDER (USD) \$ 1,750.00	

The estimated lead time is 8-12 weeks. Once we receive all the necessary information (including the final QC reference color) and approvals from the customer, the project will be scheduled for production and a confirmed ship date will be provided. Please note that the actual lead time will depend on the production schedule at the time the order is released.

Delray project mock-up sample

QUOTE ID: 10154

19/08/2025



ITEM	DESCRIPTION	QTY.	UNITS
1	5L Sill Louvers		
	<ul style="list-style-type: none"> • 5" depth high performance louver made of aluminum profiles. • Horizontal blades. • Florida approval: FL#31288. • Quantity: 1 units. • Area: 5 sqft. • This proposal includes aluminum the finish, AAMA 2604 Durastar 1 coat Bone White. • Louvers with a length exceeding 60" but less than 120" will require reinforcements, which are included in the quote • Installation brackets and screws for metal structure are included. 		
2	Blank Off Panel	0	SQFT
	<ul style="list-style-type: none"> • Blank off panel made of 0.06" thick aluminum sheet. • 1" mineral wool insulation. • Wet silicone sealant at perimeter and mechanical attachments are considered. • This proposal includes AAMA 2605 Duranar 2 coat Bone White for one side of the exterior panel. • Blank off panel are considered fixed to the back of the louvers. 		
3	Back Panel	0	SQFT
	<ul style="list-style-type: none"> • Back panel made of 0.06" thick aluminum sheet. • Wet silicone sealant at perimeter and mechanical attachments are considered. • This proposal includes AAMA 2604 Durastar 1 coat Bone White for one side of the exterior panel. • Back panel are considered fixed to the back of the louvers. 		
4	Sill Pan	3	FT
	<ul style="list-style-type: none"> • Aluminum sill pan made of 0.06" thick aluminum sheet. • This proposal includes AAMA 2604 Durastar 1 coat Bone White colors for one side of panels. 		
5	Bird Screen	5	SQFT
	<ul style="list-style-type: none"> • Bird screen made of 0.06" thick aluminum mesh. • Mechanical attachments are considered. • This proposal includes AAMA 2605 Duranar 2 coat Bone White for both sides of mesh. 		
6	Freight		
	Air freight from Barranquilla - Atlantico - Colombia to West Palm Beach - Florida - United States		

Delray project mock-up sample

QUOTE ID: 0154

19/08/2025



INCLUSIONS

1. Delivery of product
2. Prices valid for 30 days

CLARIFICATIONS AND EXCLUSIONS

1. Any structural steel is excluded if applicable
2. We exclude stud framing, sheathing, waterproofing, if applicable
3. We exclude sealants, caulks and break metal trim
4. Large projects are invoiced based on a detailed progress schedule, with billing occurring according to the percentage of work completed
5. Signed and sealed engineering drawings are excluded unless expressly stated otherwise
6. The quantities and dimensions of the louvers are based on the client's schedule.

ES-METALS STOCK COLORS

						
	Black White	Black	Arcadia Silver	Silverstorm	Bermuda Bronze	
AAMA 2605	UC43350	UC40577	UC70123F	UC106685f	UC105262	
AAMA 2604	UC141202	UC130902	UC143459	UC139554	UC143010	

STANDARD PAYMENT TERMS

- 50% advance payment once the contract is signed or the purchase order is issued
- Payment of 50% prior to shipment of the product by means of a photographic report

TERMS AND CONDITIONS

1. Payment shall be received 30 calendar days from the invoice date. 50% of the payment is due as an advance before the work begins, and the remaining 50% is due prior to shipment or delivery of the work.
2. E|S METALS reserves the right to terminate this Subcontract for its convenience in the case of a cardinal delay or if payment has not been provided as required.
3. If the Subcontract is terminated by the Contractor for any reason, E|S METALS reserves the right to be compensated per the terms of the AIA 401 or on the basis of the completed percentage of its Schedule of Values, whichever E|S METALS elects.
4. The warranty for the surface finishes of the components states that the PPG paint technology with AAMA 2605 reference offers a warranty of between 15 and 20 years, while the AAMA 2604 technology offers a warranty of between 7 and 10 years.



ESTIMATE #	DATE	EXPIRES
817	08/19/2025	

Title: Louver Installation/Delray Beach CRA

CUSTOMER

Persons Services Corp
1835 South Perimeter Road, Ste 175
Fort Lauderdale, FL 33309

SERVICE ADDRESS

102 Northwest 5th Avenue
Delray Beach, FL 33444

SUMMARY

Scope of Work:

Remove and install new hurricane rated Stationary Louver in white.

TOTAL LABOR & MATERIAL: \$ 2,500.00 _____ (Please initial)

Proposal is based on a cash/check payment option. There is a 3% processing fee for credit cards.

A 50 % DEPOSIT IS REQUIRED ALONG WITH A SIGNED CHANGE ORDER, TO SCHEDULE.

ESM-5LS

WIND DRIVEN RAIN AND IMPACT LOUVER
HIGH PERFORMANCE LOUVER
STATIONARY LOUVER

ES Louvers
& Screens

APPLICATION

ESM-5LS is a Florida Product Approved extruded aluminum sightproof stationary louver system designed to protect air intake and exhaust openings in building's exterior walls. System is tested and qualified per Florida test protocols: TAS 201 (Large Missile Impact), TAS 202 (Loads) and TAS 203 (Cyclic Wind Loading). Designed and tested to comply with the requirements of the 6th Edition Florida Building Code (2017) including High Velocity Hurricane Zone (HVHZ). Louver system shall only be installed in a location where the room behind the louver is designed to drain water penetrating into the room, and the room will house water resistant/waterproof equipment, components or supplies.

STANDARD CONSTRUCTION

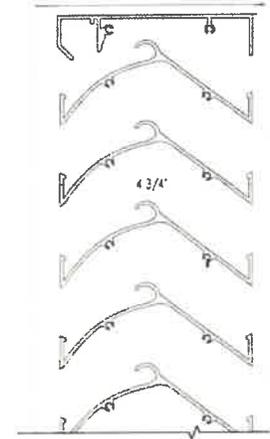
MATERIAL	6063-T6 extruded aluminum
FRAME	The frame is 5" deep 0.081" nominal wall thickness
BLADES	0.081" nominal wall thickness. The distance between centers is 2" Double drainable
MAXIMUM LOUVER SIZE	Dimensions: 1. 120"w x 60"h 2. 60"w x 120"h Single section Area: 50sqft Louvers exceeding maximum single section will be built in multiple sections

MINIMUM LOUVER SIZE Dimensions: 12"w x 12" h

APPROX. WEIGHT 6,34 lb/ft²

FEATURES

- High performance
- High Free Area: 50%
- AMCA 500L Air Performance, Water Penetration and Wind Driven Rain
- Florida Building Code Approval : No.FL 31288
- TAS 201, TAS 202 and TAS 203
- Hurricane Resistant
- Stainless Steel Hardware
- 150 psf max design pressure
- Corrosion resistant
- Durability and low maintenance



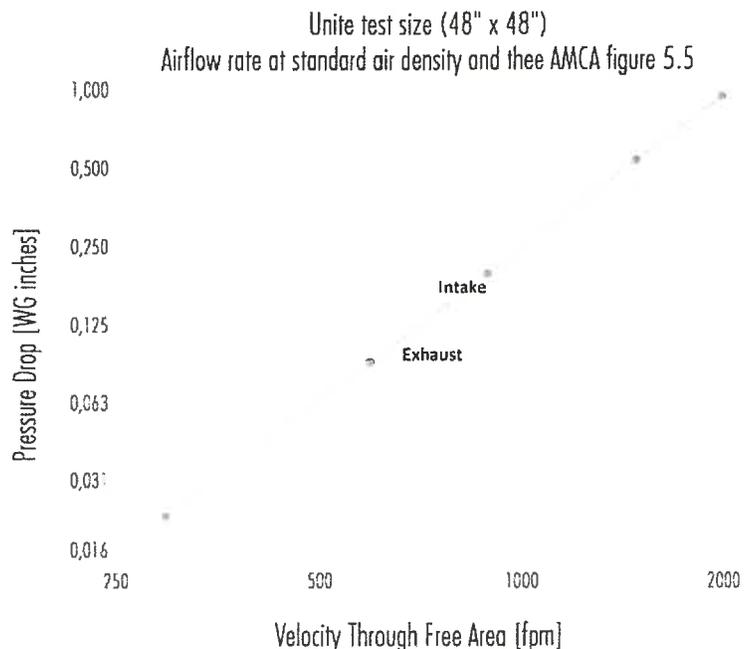
CERTIFICATION



CI ES METALS certifies that the model ESM-5LS shown herein is licensed to bear the AMCA seal. The ratings shown are based on test and procedures performed in accordance with AMCA Publication 511 and comply with the requirements of the AMCA Certified Ratings Program. The AMCA Certified Ratings seal applies to air performance, water penetration and wind-driven rain ratings.

AIR PERFORMANCE

Model ESM-5LS resistance to airflow (pressure drop) varies depending on louver application (air intake or air exhaust). Free area velocities (shown) are higher than average velocity through the overall louver size. See louver selection information. (Test Figure 5.5-6.5)

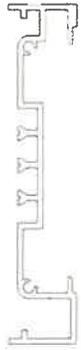


ESM-5LS

WIND DRIVEN RAIN AND IMPACT LOUVER
HIGH PERFORMANCE LOUVER
STATIONARY LOUVER

ES Louvers
& Screens

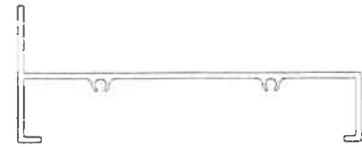
FRAME



COMP-120



COMP-121



COMP-123

BLADE

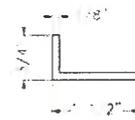


COMP-122

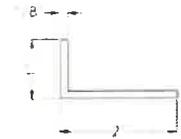
INSTALLATION ANGLES



ALU-A-019



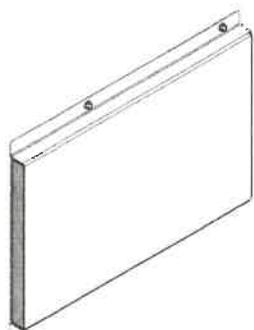
ESM-081



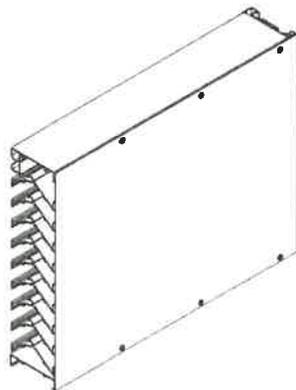
ALU-A-002

OPTIONAL ACCESORIES

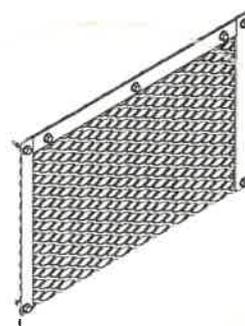
Options available at additional cost include:



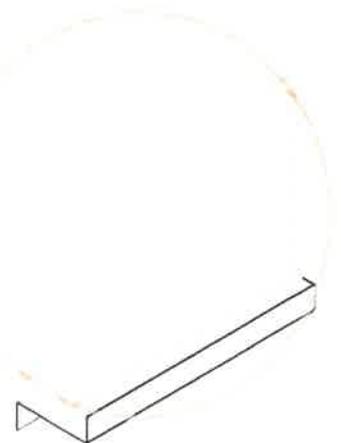
INSULATED BLANK OFF
(INTERNAL VIEW)



BACK PAN
(INTERNAL VIEW)



BIRD/INSECT SCREEN
(INTERNAL VIEW)



SILL PAN LOUVER SLS
(INTERNAL VIEW)

ESM-5LS

WIND DRIVEN RAIN AND IMPACT LOUVER
HIGH PERFORMANCE LOUVER
STATIONARY LOUVER

ES Louvers & Screens

FREE AREA CHART (Free area chart shows free area in %)

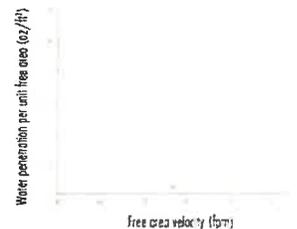
		UNIT WIDTH									
		12"	24"	36"	48"	60"	72"	84"	96"	108"	120"
UNIT HEIGHT	12"	37 %	41 %	42 %	43 %	43 %	43 %	43 %	43 %	43 %	43 %
	24"	43 %	48 %	49 %	50 %	50 %	50 %	50 %	50 %	50 %	51 %
	36"	45 %	50 %	51 %	52 %	53 %	52 %	53 %	53 %	53 %	53 %
	48"	46 %	51 %	53 %	53 %	54 %	53 %	53 %	54 %	54 %	54 %
	60"	47 %	52 %	53 %	54 %	55 %	54 %	54 %	54 %	55 %	55 %
	72"	47 %	52 %	54 %	55 %	55 %	54 %	55 %	55 %	55 %	55 %
	84"	48 %	53 %	54 %	55 %	55 %	55 %	55 %	55 %	55 %	56 %
	96"	48 %	53 %	54 %	55 %	56 %	55 %	55 %	55 %	56 %	56 %
	108"	48 %	53 %	55 %	55 %	56 %	55 %	55 %	56 %	56 %	56 %
	120"	48 %	53 %	55 %	56 %	56 %	55 %	56 %	56 %	56 %	56 %

CI ES METALS certifies that the model ESM-5LS shown herein is licensed to bear the AMCA seal. The ratings shown are based on test and procedures performed in accordance with AMCA Publication 511 and comply with the requirements of the AMCA Certified Ratings Program. The AMCA Certified Ratings seal applies to air performance, water penetration and wind-driven rain ratings.



WATER PENETRATION

The AMCA Water Penetration Test provides a method for comparing various louver models and designs as to their efficiency in resisting the penetration of rainfall under specific laboratory test conditions. The beginning point of water penetration is defined as that velocity where the water penetration curve projects through 0.01 oz. (3 g) of water (penetration) per sq. ft. (m²) of louver free area. * The beginning point of water penetration for Model ESM-5LS is 1037,5 fpm free area velocity. Standard Air - 0.075 lb/ft³ (1.2 kg/m³), test size 48 in. x 48 in. (1219 mm x 1219 mm) and test duration of 15 min. These performance ratings do not guarantee a louver to be weatherproof or stormproof and should be used in combination with other factors including good engineering judgement in selecting louvers.



WIND DRIVEN RAIN

Water penetration classification ratings are based on the amount of simulated rain that penetrates the louver during a specific rainfall rate, wind velocity, and intake velocity. Ratings are based on a 39.4 in. x 39.4 in. (1 m x 1 m) core size.

Ventilation Air Velocity (m/s)	Rainfall rate of 3" per hour (76 mm) and a wind velocity of 29 mph (47 kph)			Rainfall rate of 8" per hour (203 mm) and a wind velocity of 50 mph (81 kph)		
	Core Velocity (fpm)	Rating	Effectiveness Class	Core Velocity (fpm)	Rating	Effectiveness Class
0	0	99,1	A	0	94,5	C
0,5	97	98,6	B	97,75	93,7	C
1	199,118	97	B	194,43	92,2	C
1,5	288,74	94,8	C	289,27	89,3	C
2	399,31	97,8	C	390,75	86,3	C
2,5	489,91	91,4	C	480,81	83,4	C
3	595	85,2	C	589,35	79,7	D
3,5	694,28	73,3	D	691,13	74,4	D
4	788,38	51,4	D	795,75	67	D
4,5	890,37	4,1	D	887,86	55,8	D
5	985,39	0,7	D	989,85	35,6	D
Effectiveness Rating	A = 1 to 0,99	B = 0,989 to 0,95	C = 0,949 to 0,80	Effectiveness Rating	Ratings are based on a 39.4 in. x 39.4 in (1 m x 1 m) core size	

FINISHES

ES METALS standard colors are the following: Two coats: Primer and color coat:

ES METALS



AAMA2605
AAMA2604

Bone White
UC43350
UC141202



Black
UC40577
UC130902



Arcodia Silver
UC70123F
UC143459



Silverstorm
UC106685F
UC139554



Bermuda Bronze
UC105262
UC143010

Note: Contact us for more custom colors.



Southpaw Construction LLC
Direct # 786-749-8421/ Cell # 813-817-9403
Website: <https://www.southpaw-constructionllc.com> Email: matt.spconstruction@gmail.com
1823 Capital Dr SE, Palm Bay , FL 32909

CLIENT: Persons Services Corp

ADDRESS:

JOB NAME: Delray CRA

JOB ADDRESS: 102 NW 5th Avenue , Delray Beach , FL

TYPE OF WORK: Exterior Stucco & Painting

JOB NUMBER: 1238CO1

PAGE: 1/1

DATE: 8/25/2025

CONTACT: Matthew Belnavis

PREPARED BY: Matthew Belnavis

WORK INCLUDED

PROPOSAL

AMOUNT

Location	Qty	Unit	Finish	Unit Cost	Total Cost	Notes
Stucco return @ louver locations	1	Unit		\$ 1,100.00	\$ 1,100.00	
Paint louver and returns	1	Unit		\$ 500.00	\$ 500.00	
O&P	1	Unit		\$ 240.00	\$ 240.00	
				Grand Total	\$ 1,840.00	

EXCLUSIONS & QUALIFICATIONS

- Price is good for one month.
- All work shall be performed with strict accordance to Manufacturers Specification.
- All Employees are covered under Workers Comp Insurance.
- Cost includes \$2,000,000 General liability Insurance.
- Cost includes all material, labor, equipment & taxes
- After hours & weekend work unless stated in proposal
- Out of sequence work
- Furniture protection & removal unless stated in proposal
- Any caulking not associated with door frames & painted to painted surfaces unless stated in proposal
- Excludes any work not stated in the proposal



Network: Aug 6, 2025 at 11:14:56 AM EDT

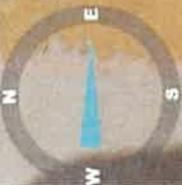
N 26° 27' 49.218", W 80° 4' 42.598"

91° E

FL, Delray Beach, Downtown

Altitude: 7.1 meter

Speed: 0.6 km/h





Persons Services Corp. US Southeast & Caribbean Group
 1835 S Perimeter Rd, Suite 175
 Fort Lauderdale, Florida 33309
 P: (954) 616-5106

Project: FL2503 DELRAY BEACH CRA
 102 NW 8th Avenue
 Delray Beach, Florida 33444

RFI #8: Opening - Air Vent Clarification

Revision	0	Status	Open
To	Weber Mackenzie (Delray Beach CRA) Christine Tibbs (Delray Beach CRA)	From	Thelma Fay (Persons Services Corp.) 1835 S Perimeter Rd Ste 175 Fort Lauderdale, Florida 33309
Date Initiated	Aug 6, 2025	Due Date	Aug 9, 2025
Location		Project Stage	
Cost Impact		Schedule Impact	
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Andre Fernandez (Prime Glazing Solutions, LLC)		
Copies To	Olga Cala (Persons Services Corp.), Thelma Fay (Persons Services Corp.), Alessandro Rignanese (Persons Services Corp.), Kenneth Temple (Persons Services Corp.), Samantha Vincenty (Persons Services Corp.)		

Activity

Question **Question from Thelma Fay Persons Services Corp. on Wednesday, Aug 6, 2025 at 11:35 AM CDT**
 Please confirm we are leaving this opening "as is" and just painting the louver?

Attachments
 Doc111111.pdf

Official Response

Response from Thelma Fay Persons Services Corp. on Wednesday, Aug 20, 2025 at 01:19 PM CDT
 As per the OAC meeting today, Persons will submit a change order for the cost to replace the Louver. It was advised any attempts at repairing it would further damage it.

All Replies

Response from Thelma Fay Persons Services Corp. on Wednesday, Aug 20, 2025 at 01:19 PM CDT
 As per the OAC meeting today, Persons will submit a change order for the cost to replace the Louver. It was advised any attempts at repairing it would further damage it.

Response from Thelma Fay Persons Services Corp. on Monday, Aug 11, 2025 at 12:27 PM CDT

I am reaching out to our subcontractor to see if it can be repaired as in the blades straightened out. In the event it can be fixed to look better, I will provide a cost for the repairs. He is also providing a cost to replace as well in the event it cannot be repaired.

Response from Weber Mackenzie Delray Beach CRA on Friday, Aug 8, 2025 at 12:06 PM CDT

Please confirm the location of the air vent. Can the vent be repaired? It appears that there are some bent pieces. Please confirm the options.



Persons Services Corp. US Southeast & Caribbean Group
 1835 S Perimeter Rd, Suite 175
 Fort Lauderdale, Florida 33309
 Phone: (954) 616-5105

Project: FL2503 - DELRAY BEACH CRA
 102 NW 5th Avenue
 Delray Beach, Florida 33444

Prime Contract Potential Change Order #002: CE #003 - Signage: Tenant Name Lettering

TO:	Delray Beach CRA 20 North Swinton Avenue Delray Beach, Florida 33444	FROM:	Persons Services Corp. 4474 Halls Mill Road Mobile, Alabama 36693
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - Delray Beach CRA_ Exterior Improvements
REQUEST RECEIVED FROM:		CREATED BY:	Thelma Fay (Persons Services Corp.)
STATUS:	Pending - In Review	CREATED DATE:	9/23/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$1,310.40

POTENTIAL CHANGE ORDER TITLE: CE #003 - Signage: Tenant Name Lettering

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #003 - Signage: Tenant Name Lettering

This change order is being issued at the request of the CRA to revise the signage scope package to include tenant lettering. The modification reflects the addition of custom tenant identification to the signage.
 Scope of work includes adjustments to fabrication, layout, and installation as required to incorporate the tenant-specific lettering.

ATTACHMENTS:

[ES-5189.pdf](#) , [_AAA_Desk_Signarama_FTL_Persons_Construction_Group_V10 \(002\).pdf](#)

#	Budget Code	Description	Amount
1	101401.S (Non-ERP) Interior Signage.Subcontract	Signage: Tenant Name Lettering	\$1,092.00
		Subtotal:	\$1,092.00
		Fees (20.00%):	\$218.40
		Grand Total:	\$1,310.40

Delray Beach CRA
 20 North Swinton Avenue
 Delray Beach, Florida 33444

Persons Services Corp.
 4474 Halls Mill Road
 Mobile, Alabama 36693

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____



ESTIMATE

ES-5189

The Way To Grow Your Business
www.signarama.com

Payment Terms: Cash Customer

Created Date: 9/22/2025

DESCRIPTION: Commercial RE Signs @ 102 NW 5th Ave, Delray Beach, FL 33444

Bill To: Persons Services Corp
1835 S Perimeter Rd
STE 175
Fort Lauderdale, FL 33309
US

Installed: Persons Services Corp
102 NW 5th Ave
Delray Beach, FL 33444
US

Requested By: Alessandro Rignanese
Email: arignanese@personsservices.com
Work Phone: (954) 616-5106
Cell Phone: (786) 541-3100

Salesperson: Chia Greco
Work Phone: 9547762289
Entered By: Chia Greco

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Tenant Name Lettering	3	\$350.00	\$1,050.00
1.1	RTA, Custom Cut Vinyl - Standard - Installed to Blank Sign Substrate Part Qty: 1 Width: 96.00" Height: 24.00"			
			Subtotal:	\$1,050.00
			Taxes:	\$42.00
			Grand Total:	\$1,092.00
			Deposit Required:	\$546.00

Signature: _____ Date: _____

Ask About Our
Other Amazing
Products!



PROOFING POLICY: FINAL EXAMINATION OF YOUR PROOF IS YOUR RESPONSIBILITY. SIGNARAMA FORT LAUDERDALE WILL NOT BE RESPONSIBLE FOR ANY ERRORS THAT COULD HAVE BEEN PREVENTED BY THE PROPER REVIEW OF YOUR PROOF. PLEASE NOTE: Production of this order will not start until all layouts are approved.

PROOF VERSION 1 2 3 | 4 5 +

Included Additional \$50 Per Proof

Persons Services Corp
Kenny

102 NW 5th Ave Delray Beach
33444 FL

APPROVED
NAME:

Signature

Received Files



The common hexadecimal color code for Hunter Green is #355E3B, with RGB values of (53 94, 59) and a CMYK value of 44 0 37 63



DESCRIPTION
1. PRIMO'S BARBERSHOP
2. CHURCH OF GOD MILITANT
3. EGLISE BAPTISTE BETHANIE
4. LA ROSA DELI MARKET

A. Aluminum Panels

Quantity: 4
Mounting: Flush
Font: Lucida Sans Arial and Palatino
Frame: 3/16ths 1 5" x 1 5" angle *Aluminum Panels
Color: Hunter Green Cut vinyl Lettering

(that the Letter be of a cream or beige finish not white as proposed)

A: Lucinda Font

B: Palatino BOLD

C: Arial

Unit 102 A	Primo's Barbershop	Primo's Barbershop	Primo's Barbershop
Unit 104	Church of God Militant	Church of God Militant	Church of God Militant
Unit 106	Eglise Baptiste Bethanie	Eglise Baptiste Bethanie	Eglise Baptiste Bethanie
Unit 108			
Unit 110			

*Existing Green Borders
*Production beige aluminum panels / lettering only

THIS ORIGINAL DESIGN AND ALL INFORMATION CONTAINED HERE IN REMAINS THE PROPERTY OF SIGNARAMA FORT LAUDERDALE UNTIL THIS SIGNAGE PROJECT IS PAID IN FULL. USE OF THESE DESIGNS IN ANYWAY OTHER THAN AUTHORIZED IS EXPRESSLY FORBIDDEN. YOUR APPROVAL BY WAY OF SIGNATURE OR EMAIL ON THIS LAYOUT IS ACCEPTABLE AND YOU WILL BE INCLUDED IN OUR MONTHLY COMMUNICATION. OPT OUT TO UNSUBSCRIBE

2. PROJECT DETAILS / SCOPE OF WORK

2.1. Mandatory Minimum Qualifications

1. The Contractor shall hold any necessary license(s) authorizing them to do business in the State of Florida.
2. Contractor shall have been in business under the current company/firm name for a minimum of five (5) consecutive years.
3. Neither Contractor nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
4. Contractor is required to inform the City of any relevant legal or ethical issues. Specifically, they need to disclose:
 - 4.1. Judgments: Any court decisions against them.
 - 4.2. Pending Lawsuits: Any legal actions that are currently underway.
 - 4.3. Criminal Activities: Any criminal conduct, especially if it involves moral turpitude (actions that are morally reprehensible).

Contractor will be given a chance to explain or provide additional information regarding these issues if applicable. This allows them to clarify any concerns and provide context.

To demonstrate qualifications to perform the Work, each Contractor must be prepared to submit within five (5) days of City's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for. Each Solicitation must contain evidence of the Respondent's qualifications to do business in the State of Florida, or covenant to obtain such qualification, prior to award of the contract.

The Contractor will be required to maintain the Minimum Qualifications Requirements, as presented during selection, if selected and awarded the contract, during the term of the Contract and any contract renewals.

2.2. Scope of Services

Contractor, hereby agrees to provide and perform the Scope of Services required and necessary to complete the work as set forth below:

The scope of work for this project is defined by the Contract Documents and includes the following elements:

1. Conversion of Existing Warehouse Buildings

The project involves the renovation and adaptive reuse of two (2) existing warehouse structures:

- **North Warehouse Building**